



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

April 3, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LANDSCAPE AND SLOPE MAINTENANCE SERVICES
FOR MONTELLANO SLOPE
SUPERVISORIAL DISTRICT 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Landscape and Slope Maintenance Services for Montellano Slope in the annual contract sum of \$28,945 to United Pacific Services, Inc., located in La Habra, California, and direct the Chairman to execute the contract. This contract will be for a period of one year commencing on May 1, 2007, with two 1-year renewal options, not to exceed a total contract period of three years. Funds are available in Public Works Road Fund.
4. Delegate authority to the Director to annually expend up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works to renew this contract for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to approve contractor's entity change; to approve and execute amendments including necessary changes to the scope of work; and to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for landscape and slope maintenance service to maintain Montellano Slope and the property at 3246 Heather Field Drive located between Heather Field Drive and Montellano Avenue. The work to be performed will consist of, but is not limited to, the maintenance of turf, ground cover, shrubs, and trees; the pruning of trees and shrubs; and the control of weeds and vegetation disease. This service has been contracted out since 1999. The purpose of this action is to continue contracting for this service.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for an annual amount not to exceed \$28,945, plus 25 percent for unforeseen, additional work within the scope of work of the contract. This amount is based on the annual price quoted by the contractor. This contract will commence on May 1, 2007, for a period of one year, with two 1-year renewal options, not to exceed three years.

Financing for this service is included in Public Works' 2006-07 Road Fund. Funds to finance the contract's renewal years will be made through Public Works' annual budget process.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by

an independent contractor than by County employees. This Proposition A contract does not allow for a cost-of-living adjustment for the optional years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed contracts have been executed by the contractor and approved as to form by County Counsel.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage rate of \$9.64 with qualifying health benefits and \$11.84 without health benefits.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA as set forth in Sections 15301 (h) of the State CEQA guidelines.

CONTRACTING PROCESS

On January 26, 2006, Public Works issued a Request for Statements of Qualifications (RFSQ) soliciting 468 independent contractors and community business enterprises to accomplish this work. A notice of RFSQ was also placed on the County's bid website (Enclosure A), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable Memorandum of Understanding, the RFSQ for these contracted services was submitted on January 25, 2006, to the Local 660 Union for review before being released to the public. The Union declined to meet with Public Works.

On February 8, 2006, ten Statements of Qualifications were received. The Statements were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Eight of the ten Statements met these mandatory requirements. These eight Statements were then evaluated by an evaluation committee consisting of Public Works staff.

The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, quality assurance plan, proposer's approach to labor-payroll record keeping and regulatory compliance, financial resources, and references. Based on this evaluation, Public Works selected three responsive and responsible vendors.

On February 15, 2007, Public Works issued an Invitation for Bids (IFB) soliciting the three responsive and responsible vendors established from the RFSQ to accomplish this work. The three qualified vendors were asked to bid on the grounds and landscape maintenance services described herein.

Pursuant to the applicable Memorandum of Understanding, the IFB for these contracted services was submitted on February 15, 2007, to the Local 660 Union for review. The Union declined to meet with Public Works.

On March 5, 2007, two bids were received. United Pacific Services, Inc., was the lowest bidder. The annual bid amount from United Pacific Services, Inc., is \$28,945. It is recommended that this contract be awarded to the responsive, responsible, and low bidder, United Pacific Services, Inc., located in La Habra, California.

Enclosure B reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

The Honorable Board of Supervisors
April 3, 2007
Page 5

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Enclosed are three copies of the contract. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

MS

P:\aspub\CONTRACT\Melissa\MONTELLANO 07\BD LTR-BD EXECUTE CONTRACT 013007.doc

Enc. 5

cc: Office of Affirmative Action Compliance
Chief Administrative Office
County Counsel

View and Search Class

Award Information has not been added at this time.

Bid Information

Bid Number : PW-ASD 604
Bid Title : NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS
Bid Type : Service
Department : Public Works
Commodity : LAWN MOWERS - HAND, REEL TYPE (MANUAL) LAWN MAINTENANCE (SEE CLASS 020 FOR HIGHWAY TYPE)
Open Date : 1/26/2006
Closing Date : 2/8/2006 2:00 PM
Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works is requesting statement of qualifications for landscape maintenance services throughout the County. The resultant contracts are expected to range between \$10,000 and \$150,000 per year. Vendors must meet all minimum requirements set forth in the Request for Statements of Qualifications (RFSQ) document, including, but not limited to, at least five years' experience performing landscape maintenance services for business, commercial, and/or government customers. If not enclosed with this letter, the RFSQ with contract specifications, forms, and instructions for preparing and submitting your Statement of Qualifications may be requested from Mr. Roderick Tirona at (626) 458 4077, Monday through Thursday, 7 a.m. to 5 p.m.

A Vendors' Conference will be held on Wednesday, February 8, 2006, at 2:00 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE VENDOR OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject Statements of Qualifications from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Wednesday, February 22, 2006, at 5:30 p.m. Please direct your questions to Mr. Tirona at the number above.

Contact Name : Roderick Tirona
Contact Phone# : (626) 458-4077
Contact Email : rtirona@ladpw.org
Last Changed On : 1/26/2006 5:11:55 PM

[Back to Last Window](#)

[Back to Award Main](#)

FORM PW-9

County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All Vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: UNITED PACIFIC SERVICES, INC.

My County (WebVen) Vendor Number: 52887901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 52					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnic Composition	Owner/Partners/Associate Partners		Employees		Total
	Male	Female	Male	Female	
Black/African American					3
Hispanic/Latino			4		37
Asian or Pacific Islander					
American Indian			1		
Filipino					
White	1	1	3		2

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 02/22/06
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AGREEMENT FOR
LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR
MONTELLANO SLOPE

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and UNITED PACIFIC SERVICES, INC., a Corporation (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, the COUNTY of Los Angeles Department of Public Works (Public Works) has solicited statements of qualifications to identify one or more qualified contractors to provide landscape and slope maintenance services under this AGREEMENT; and

WHEREAS, having reviewed and evaluated the statements submitted, Public Works has developed a list of responsible landscape maintenance contractors; and

WHEREAS, Public Works having found the CONTRACTOR to be a qualified, responsible landscape maintenance provider pursuant to the Request for Statements of Qualifications issued on January 26, 2006; and

WHEREAS, the CONTRACTOR having submitted the lowest bid for the described work in accordance with the Invitation for Bid issued on February 15, 2007.

AGREEMENT

NOW, THEREFORE, the CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the COUNTY and the CONTRACTOR'S bid filed with the COUNTY on March 5, 2007, hereby agrees to provide landscape maintenance services as described in the attached specifications, including, but not limited to, Exhibit A, Scope of Work.

FIRST: This AGREEMENT, together with Exhibit A (Scope of Work), Exhibit B (Service Contract General Requirements), Exhibit C (Internal Revenue Service Notice 1015), Exhibit D (Safely Surrendered Baby Law Posters), Exhibit E (Form PW-2, Schedule of Prices), Exhibit F (Form LW-8, Cost Methodology), Exhibit G.1 (Special Provisions – Supplemental Requirements), Exhibit G.2 (Additional Work Scope), Exhibit G.3 (Landscape Maintenance Plan), Exhibit H (Transmittal Form to Request an IFB Solicitation Requirements Review), and the CONTRACTOR'S Statements of Qualifications, all attached hereto, and the Request for Statements of Qualifications, Notice to Bidders, and any Addenda to the Notice of Bidders, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute of the Contract.

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SECOND: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to Exhibit E (Form PW-2, Schedule of Prices), an amount not to exceed \$28,945 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

THIRD: This Contract's initial term shall be for a period of one year commencing on May 1, 2007. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FOURTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Exhibit E, (Form PW-2, Schedule of Prices).

FIFTH: Payments will be made for all work performed to the satisfaction of the Director upon receipt of a claim from the CONTRACTOR. The CONTRACTOR shall present invoices in triplicate (one original and two copies) for all work performed. The CONTRACTOR'S claim will clearly indicate this Contract's number, work order number, dates of service, location, type of services, and an itemized cost of labor and material. Public Works will only pay for hours actually worked by the CONTRACTOR'S employees on the assigned project. Public Works reserves the right to request additional information, it may deem necessary on the invoices. Public Works agrees to make payment to the CONTRACTOR within 30 days of the receipt of a properly completed invoice from the CONTRACTOR. The invoices shall be sent to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

SEVENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

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EIGHTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

NINTH: The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions of the CONTRACTOR'S bid and/or Statement of Qualifications conflict with the COUNTY'S specifications, requirements, terms, and conditions herein, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: Should the COUNTY terminate this Contract for cause or should the CONTRACTOR request to be relieved from this Contract's requirements, the COUNTY at its sole discretion may not invite the CONTRACTOR to submit a bid for the replacement Contract.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

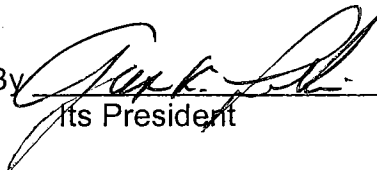
By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

UNITED PACIFIC SERVICES, INC.

By  _____
Its President

Gus K. Franklin

Type or Print Name

By  _____
Its Secretary Assistant

Eric L. Franklin

Type or Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

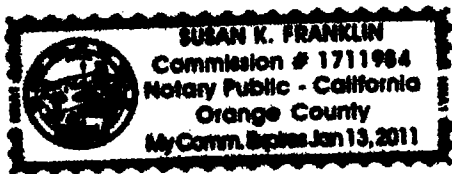
State of California

County of Orange

On 03/14/07 before me, Susan K. Franklin, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gus K. Franklin and Eric L. Franklin
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Susan K. Franklin
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement for Landscape and Slope Maintenance

Document Date: No Date Number of Pages: Four

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gus K. Franklin

- ☐ Individual
☒ Corporate Officer
Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

United Pacific Services, Inc.

Signer's Name: Eric L. Franklin

- ☐ Individual
☒ Corporate Officer
Title(s): Assistant Secretary
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

United Pacific Services, Inc.



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

January 26, 2006

NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES

PLEASE TAKE NOTICE that Public Works is requesting statement of qualifications for landscape maintenance services throughout the County. The resultant contracts are expected to range between \$10,000 and \$150,000 per year. Vendors must meet all minimum requirements set forth in the Request for Statements of Qualifications (RFSQ) document, including, but not limited to, at least five years' experience performing landscape maintenance services for business, commercial, and/or government customers. If not enclosed with this letter, the RFSQ with contract specifications, forms, and instructions for preparing and submitting your Statement of Qualifications may be requested from Mr. Roderick Tirona at (626) 458-4077, Monday through Thursday, 7 a.m. to 5 p.m.

A Vendors' Conference will be held on **Wednesday, February 8, 2006, at 2:00 p.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. **ATTENDANCE BY THE VENDOR OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY.** Public Works will reject Statements of Qualifications from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. **The deadline to submit proposals is Wednesday, February 22, 2006, at 5:30 p.m.** Please direct your questions to Mr. Tirona at the number above.

January 26, 2006

Page 2



The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

DONALD L. WOLFE
Director of Public Works

A handwritten signature in black ink, appearing to read "Willie H. Adams", written over the printed name of Charles W. Adams.

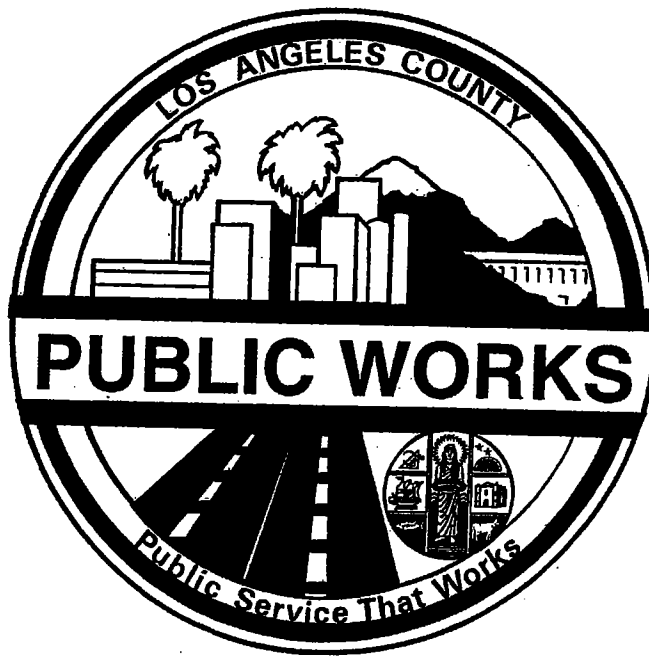
507 CHARLES W. ADAMS
Deputy Director

RT

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Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR
LANDSCAPE MAINTENANCE SERVICES



Approved January 24, 2006
Donald L. Wolfe
Director of Public Works

By: William H. H. H.
Deputy Director

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FOR

LANDSCAPE MAINTENANCE SERVICES

TABLE OF CONTENTS

PART I

SECTION 1 – INTRODUCTION

- A. Background, Objective, and Scope
- B. Vendors' Conference
- C. Statement of Qualifications Requirements and Contract Specifications
- D. Interpretation of Request for Statement of Qualifications
- E. Vendor Registration
- F. Local Small Business Enterprise Preference Program
- G. Living Wage Program
- H. GAIN/GROW Program
- I. Child Support Compliance Program
- J. Jury Service Program
- K. Vendor's Charitable Contribution Compliance
- L. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

SECTION 2 – STATEMENT OF QUALIFICATIONS PREPARATION AND SUBMISSION

- A. Statement of Qualifications Format and Content Requirements
- B. Statement of Qualifications Submission

SECTION 3 – GENERAL CONDITIONS OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

- A. Knowledge of Work to be Done
- B. Withdrawal of Statement of Qualifications
- C. Invalid Statement of Qualifications
- D. Altering Solicitation Document
- E. Acceptance or Rejection of Statement of Qualifications
- F. Qualification of Vendor
- G. Vendor's Safety Record
- H. Qualifications of Subcontractors
- I. Opening of Statement of Qualifications
- J. Disqualification of Vendors
- K. Disclosure of Contents of Statement of Qualifications
- L. County Lobbyists
- M. Gratuities
- N. Determination of Vendor Responsibility

- O. Vendor Debarment
- P. Safely Surrendered Baby Law

SECTION 4 – EVALUATION OF STATEMENT OF QUALIFICATIONS; AWARD AND EXECUTION OF CONTRACT

- A. Evaluation of Statement of Qualifications
- B. Initial Review
- C. Evaluation Criteria
- D. Recommendation of Evaluation Committee
- E. Award of Contracts
- F. Final Contract Award by Board

SECTION 5 – PROTEST POLICY

- A. Protest Process
- B. Grounds for Review
- C. Solicitation Requirements Review
- D. Place to Submit Requests for Review
- E. Disqualification Review
- F. Proposed Contractor Selection Review
- G. County Review Panel Process

FORMS

- PW-1 Verification of Statement of Qualifications
- PW-2 (Omitted for this RFSQ process)
- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-6 Vendor's Reference List
- PW-7 Vendor's Equal Employment Opportunity Certification
- PW-8 List of Subcontractors
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form
- PW-10 GAIN/GROW Employment Commitment
- PW-11 Transmittal Form to Request an RFSQ Solicitation Requirements Review
- PW-12 Charitable Contributions Certification

LIVING WAGE FORMS

- LW-1 Los Angeles County Code Chapter 2.201 - Living Wage Program
- LW-2 Living Wage Ordinance - Application for Exemption
(If requesting exemption, submit at least seven days before due date for Statement of Qualifications)
- LW-3 Contractor Living Wage Declaration
- LW-4 Living Wage Acknowledgment and Statement of Compliance

LW-5	Labor/Payroll/Debarment History
LW-6	Guidelines for Assessment of Vendor Labor Law/Payroll Violations
LW-7	Vendor's Medical Plan Coverage
LW-8	(Omitted for this RFSQ process)

ATTACHMENTS

1. Policy on Doing Business with Small Business
2. Debarred Vendors Report

PART II

SAMPLE NOTICE TO BIDDERS LETTER

AGREEMENT TABLE OF CONTENTS

SAMPLE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

EXHIBITS

- A. Scope of Work
- B. Service Contract General Requirements
 - Section 1 - Interpretation of Contract
 - Section 2 - Standard Terms and Conditions Pertaining to Contract Administration
 - Section 3 - General Conditions of Contract Work
 - Section 4 - Indemnification and Insurance Requirements
 - Section 5 - Contractor Responsibility and Debarment
 - Section 6 - Contractor Employee Jury Service Program
 - Section 7 - Local Small Business Enterprise Preference Program
 - Section 8 - Safely Surrendered Baby Law Program
 - Section 9 - Compliance with Living Wage Program
- C. Internal Revenue Service Notice 1015
- D. Safely Surrendered Baby Law Posters
- E. PW-2, Schedule of Prices
- F. LW-8, Cost Methodology
- G. Special Provisions

PART I
REQUEST FOR STATEMENT OF QUALIFICATIONS

SECTION 1

INTRODUCTION

A. Background, Objective, and Scope

The County of Los Angeles Department of Public Works (Public Works) maintains various jobsites throughout the County where landscape maintenance services are required. Solicitations for landscape maintenance services are issued at various times to ensure that qualified landscape maintenance contractors are engaged for each location. Solicitations may weigh experience and other qualifications along with price to identify the vendor that offers the most advantageous combination of responsiveness to the solicitation, responsibility, and price. Through this Request for Statement of Qualifications (RFSQ), Public Works will identify a pool or list of responsive, responsible, and well-qualified landscape maintenance service vendors to whom Public Works will announce future solicitations for landscape maintenance services as the need arises over the following three years.

When the need arises for landscape maintenance services at a particular location or group of locations, each qualified vendor will be asked to submit a bid to meet that need. Such requests for bids will deem each listed contractor equally qualified. Award of the contract will be to the lowest bidder, subject to the County's Local Small Business Enterprise Preference Program, if applicable. Public Works reserves the right to impose additional requirements, qualifications, bonding, and/or insurance requirements in special situations.

Public Works reserves the right at any time without notice and at its sole discretion to add qualified vendors to the list, to delete vendors for cause from the list, to require previously qualified vendors to resubmit and verify their qualifications, to increase or reduce the qualifications necessary to remain on the list, and to discontinue the list and adopt another method of obtaining landscape maintenance services.

B. Vendors' Conference

Each Vendor or an authorized representative must attend a Vendors' Conference to be held at the place, date, and time announced in the Notice of Request for Statement of Qualifications. **ALL INTERESTED VENDORS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE.** Statements of Qualifications received from Vendors not signed in as attending this Conference will be rejected as nonresponsive. Vendors are

encouraged to be prepared to ask questions concerning the RFSQ requirements, specifications, terms, and conditions. Questions may address concerns that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Vendors, or due to unclear instructions, may result in Public Works not receiving the best possible responses from Vendors. Upon conclusion of the Vendors' Conference, Public Works will only provide further clarifications, and/or answers concerning this solicitation through an addendum(s) to all who attended the Conference, time permitting. If it is discovered that a Vendor contacted and received material information from any County personnel, other than the contract analyst named in the Notice of Request for Statements of Qualifications, regarding this solicitation, the County, in its sole determination, may disqualify their proposal from further consideration.

C. Requirements for Statements of Qualifications and Contract Specifications

1. Requirements for Statements of Qualifications are explained in Part I of this RFSQ.
2. The Contract specifications are fully described in Part II, Sample Agreement; in Exhibit A, Scope of Work; and Exhibit B, Service Contract General Requirements. Vendors are also requested to review Attachment 1, Policy on Doing Business with Small Business; and Attachment 2, Debarred Vendors Report.
3. Dates and times of the Vendors' Conference and for the submission of Statement of Qualifications are set forth in the Notice of Request for Statement of Qualifications.

D. Interpretation of Statement of Qualifications

The definitions and other rules of interpretation set forth in Part II, Sample Agreement, and Exhibit B, Section 1, Interpretation of Contract, also apply to interpretation of this RFSQ.

E. Vendor Registration

Vendors must register on-line with the County's web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at www.lacounty.info.

F. Local Small Business Enterprise Preference Program

1. In evaluating bids for a particular location or group of locations, the County will give preference to businesses that are certified by the County as a Local

Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. Vendors who wish to be considered for this preference should do so by using the Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (Form PW-9). A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance (OAAC) as meeting the requirements with OAAC set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

2. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/smbus/default>.

G. Living Wage Program

1. Vendors are advised that the Board has enacted the Living Wage Program (Form LW-1) for contracts awarded under the authority of County Code Chapter 2.121.250 through 420 ("Proposition A"). In doing so, the Board made a finding that the Living Wage Program was not only to provide living wage and health benefits to employees working on these County contracts, but it is also intended to relieve the County of the burden for providing social and health services to persons who receive less than a living wage. Any contract resulting from this solicitation will be awarded under the Proposition A authority. The Living Wage Program requires contractors to pay their full-time employees providing these requested services a living wage. The County has established the living wage as \$9.46 per hour without health benefits and \$8.32 per hour with health benefits. For contractors/subcontractors to qualify for the lower wage rate, the contractor/subcontractor shall pay at least \$1.14 per hour toward the provision of a bonafide health care, vision, and/or dental benefit plan for each employee and any dependents during the term of this contract. Contractors/Subcontractors will not be allowed to pay less than \$1.14 per hour toward an employee health benefit and pay the difference to the employee. Each Vendor shall complete the Contractor Living Wage Declaration (Form LW-3) and submit it with the Statement of Qualifications or, if appropriate, may submit the Application for Exemption (Form LW-2)

at least seven days prior to the Statement of Qualifications submission deadline. The requirements and terms of the Living Wage Program are nonnegotiable. Statement of Qualifications that fail to comply with the requirements of the Living Wage Program will be considered nonresponsive.

2. Vendor is further notified that throughout the term of the contract(s) resulting from this solicitation, the Vendor and its subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the contract(s), certifying under penalty of perjury, the hours worked, wages paid, and amounts paid towards each employee's health benefits.
3. At any time during the term of the contract(s) resulting from this solicitation, the County may conduct an audit of the successful Vendors' records as well as field visits with the Vendors' employees to ascertain compliance with the Living Wage Program.
4. Also, the successful Vendors will be required to place specified living wage posters at their place of business and locations where the Vendors' employees are working. The successful Vendors will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.
5. Violations of the provisions of the Living Wage Program will subject the successful Vendors to withholding of monies owed it under the contract(s), liquidated damages, possible termination and/or debarment from future County contracts for up to three years.
6. Any Vendor who submits false information may be barred from participating in this solicitation and future County solicitations/contracts for up to three years.

H. GAIN/GROW Program

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for contract award. Vendors shall certify compliance on Form PW-10, GAIN/GROW Employment Commitment.

I. Child Support Compliance Program

Vendors shall fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees and comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor (Los Angeles County Code Chapter 2.202).

J. Jury Service Program

1. The resultant contract(s) from this RFSQ will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code, Chapter 2.203). Vendors should carefully read the pertinent jury service provisions in the Sample Agreement (Part II, Exhibit B, Service Contract General Requirements, Section 6). The Jury Service Program applies to both contractors and their subcontractors. Vendors who fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Vendor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Jury Service Program defines "contractor" to mean a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or

subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of the contract, is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a contractor does not fall within the Jury Service Program's definition of "contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Vendor's application, the County will determine, in its sole discretion, whether the Vendor falls within the definition of "contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

K. Vendor's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective contractors certify either that:

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act

(including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract; or

2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified for contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

L. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of Proposal. Failure of the Vendor to provide this information may eliminate its proposal/bid from any further consideration.

SECTION 2

STATEMENT OF QUALIFICATIONS PREPARATION AND SUBMISSION

A. Statement of Qualifications Format and Content Requirements

Statements of Qualifications shall be presented in the sequence, with the content, and in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the Statement of Qualifications:

1. Title page that shows the Vendor's name, project title, local address, telephone number, and date of submittal.
2. Comprehensive Table of Contents for material included in the Statement of Qualifications.
3. Letter of Transmittal signed by a person legally authorized to enter into contracts for the Vendor. The letter must include a brief statement of the Vendor's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Vendor, their titles, addresses, and telephone numbers.
4. A comprehensive description of the Vendor's capabilities, in sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment. The narrative should discuss each of the following subject areas, with emphasis on how the Vendor measures up to the minimum requirements and the evaluation criteria (Part I, Sections 4.B, Initial Review and 4.C, Evaluation Criteria):
 - Background;
 - Organization (provide a chart or outline of the firm's organizational structure); and
 - Specific information regarding length and quality of experience providing services of the type described in these specifications (**minimum experience requirements Part I, Section 4.C.2, Experience**). Submit resumes of the firm, principals, managing employees, on-site supervisors, other key staff, and subcontractors.
5. Work Plan which describes the Vendor's procedures, techniques, and methods that would be employed in meeting the objectives outlined in Exhibit A, Statement of Work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, badges, equipment, uniforms, identification, safety, communications, and quality control.

6. Vendor shall describe its Quality Assurance Program (Program) that will ensure that landscape services are performed in accordance with commonly accepted commercial practices, the National Arborist Association, American Society of Landscape Architects, and the County's contract requirements and recommendations. The Program must ensure that the delivery of all services outlined in Exhibit A, Statement of Work is completed in a timely manner, how services will be free of defects, and how those results will be achieved. The Program must comprehensively address the Vendor's organizational process for consistently delivering those requirements. The Program will also be required to adopt and adhere to any special provisions that may be included within an Invitation to Bid that has specification in addition to the Statement of Work contained within this document.

At a minimum, the Program outlined in your proposal shall address in detail:

 - a. Policies and Procedures – Quality control procedures for the Vendor, subcontractors, and suppliers must be outlined and must include a qualified inspector(s) to be provided by Vendor to monitor compliance of the Program and deal with customer complaints and inquiries. If a subcontractor is to perform work, the Program must detail how that subcontractor will interface with the Vendor and how the Vendor will ensure that the subcontractor complies with the Program.
 - b. Inspection Fundamentals – The Vendor shall provide samples of forms that outline required operations and quality levels. The proposal must indicate the Vendor's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The proposal shall document the name, authority, relevant experience, and qualifications of person with overall responsibility for the inspection system.
 - c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The Program will detail how the Vendor will maintain inspection records and make them available to the County.
7. If subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules. Subcontractors, if any, shall be subject to all requirements set forth in this RFSQ that are applicable to contractors in general.
8. Provide copies of the company's financial statements prepared by a certified public accountant for the last three full fiscal years. Statements should include the company's assets, liabilities, and net worth. At a minimum, statements must include a balance sheet (statement of financial position), income statement, statement of operations, and retained earnings

statement. If audited statements are available, these should be submitted. Income tax returns and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part I, Section 3.K, Disclosure of Contents of Statement of Qualifications.

9. Submit copies of the Vendor's, employees', and/or subcontractors' valid Pest Control Advisor and Pest Control Operator licenses and arborist certification required to perform the work.
10. Submit proof of current, valid insurance coverage that meets the requirements outlined in Part II, Exhibit B, Section 4, Indemnification and Insurance Requirements or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the proposed contract(s).
11. The Vendor is required to comply with State and Federal labor regulations and record keeping requirements. The objective of this subsection A.10 is to determine the appropriateness, scope, and suitability of the procedures the Vendor uses and the internal controls in place to ensure the Vendor complies with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that the Vendor submit a detailed description of the processes, and the steps associated with those processes, that the Vendor has in place.

It behooves the Vendor to provide additional details to ensure a clear picture of the Vendor's processes and controls. Vendors must answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable.

Vendor must describe its employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance. Include, at a minimum, a detailed discussion of the following:

- a. Discuss how employee hours actually worked are tracked. The detailed explanation must include, but not be limited to:
 - i. Where do Vendor's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is Vendor's practice/process, when does Vendor consider the employees' shift to have started? At a central site or upon arrival at the work location?
 - ii. How does Vendor know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method.

- iii. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by Vendor of actual time worked? Are the records maintained daily or on another frequency? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create Vendor's payroll? Provide a copy of these records.
 - iv. If the records created in response to subsection A.10.3.iii. above are not used to create Vendor's payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
 - v. How does Vendor firm know that employees take mandated breaks and meal breaks (periods)? Does Vendor maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?
- b. Discuss how Vendor's payroll is prepared and how Vendor ensures that employee wages are appropriately paid. The detailed explanation must include, but not be limited to:
- i. How are Vendor's employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? Provide a copy of a check and check stub (cover up or block out bank account information) that shows deduction categories.
 - ii. If Vendor uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and Vendor's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
 - iii. If Vendor uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has

multiple wage rates (i.e., County's Living Wage rate for County work and Vendor's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?

- iv. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how Vendor calculates the day's wages for each situation described in the following two examples:
1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living Wage rate and
2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.
 - v. How does Vendor calculate overtime wages? What if the employee has multiple wage rates?
12. Additional information that is not presented elsewhere and is essential to a fair evaluation, must appear in the last section of the Statement of Qualifications and be labeled "Additional Information." If there is no additional information the Vendor wishes to present, this section will consist of the statement: "There is no additional information we wish to present."

13. Forms List

Complete and submit the following forms which are included in this RFSQ package:

- | | |
|------|--|
| PW-1 | Verification of Statement of Qualifications; |
| PW-2 | Omitted for this RFSQ process; |
| PW-3 | County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form; |
| PW-4 | Contractor's Industrial Safety Record; |
| PW-5 | Conflict of Interest Certification; |
| PW-6 | Vendor's Reference List; |
| PW-7 | Vendor's Equal Employment Opportunity Certification; |

- PW-8 List of Subcontractors;
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form;
- PW-10 GAIN/GROW Employment Commitment;
- PW-11 Transmittal Form to Request an RFSQ Solicitation Requirements Review;
- PW-12 Charitable Contributions Certifications;
- LW-2 Living Wage Ordinance – Application for Exemption (If requesting exemption, submit at least seven days before due date for Statement of Qualifications);
- LW-3 Contractor Living Wage Declaration;
- LW-4 Living Wage Acknowledgment and Statement of Compliance;
- LW-5 Labor/Payroll/Debarment History;
- LW-7 Vendor's Medical Plan Coverage; and
- LW-8 Omitted for this RFSQ process.

13. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFSQ that are applicable to contractors in general. If subcontractors are to be employed, Vendor must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each subcontractor contemplated:

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;
- PW-4 Contractor's Industrial Safety Record;
- PW-5 Conflict of Interest Certification;
- PW-7 Vendor's Equal Employment Opportunity Certification;

- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
- PW-10 GAIN/GROW Employment Commitment Form;
- PW-12 Charitable Contributions Certifications;
- LW-2 Living Wage Ordinance – Application for Exemption (If requesting exemption, submit at least seven days before due date for Statement of Qualifications);
- LW-3 Contractor Living Wage Declaration;
- LW-4 Living Wage Acknowledgment and Statement of Compliance; and
- LW-5 Labor/Payroll/Debarment History.

B. Statement of Qualifications Submission

1. Statement of Qualifications shall be submitted with four complete copies (one original and three copies) of the Statement and any related information. Statement of Qualifications received after the closing date and time specified in the Notice of Request for Statements of Qualifications will be rejected by Public Works as nonresponsive.
2. Submit Statements of Qualifications to the County of Los Angeles Department of Public Works Lobby Cashier, located on the Mezzanine floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package which clearly identifies the Vendor and this RFSQ. Statements of Qualifications are submitted only when accepted and time stamped by the Lobby Cashier. All other indications of apparent timely delivery may be disregarded.
3. It is the responsibility of the Vendor to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Statements of Qualifications directly to the Lobby Cashier. Statements of Qualifications submitted via fax or e-mail will not be accepted.
4. Statements of Qualifications delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the submission deadline. Delays and missed deadlines for submission of Statements of Qualifications not delivered in strict compliance with this RFSQ shall be the sole responsibility of the Vendor, not of the County, Public Works, or any Special District.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR STATEMENT OF QUALIFICATIONS

A. Knowledge of Work to be Done

By submitting a Statement of Qualifications, Vendors shall be held to have carefully read the solicitation document and all attachments, satisfied themselves before the delivery of their Statement of Qualifications as to their ability to meet all of the difficulties attending the execution of the proposed work, and agreed that if awarded a contract, no claim will be made against the County based on the solicitation document, including, without limitation, claims based on any ambiguity or misunderstanding.

B. Withdrawal of Statement of Qualifications

Vendors may withdraw their Statement of Qualifications anytime before the date and hour set for submission set forth in the Notice for Request for Statement of Qualifications upon presentation of a written request to the Director signed by an authorized representative of the Vendor or by the person filing the Statement of Qualifications.

C. Invalid Statement of Qualifications

It is the sole responsibility of the Vendor to see that its Statement of Qualifications is properly received by Public Works before the submission deadline. Vendors shall bear all risks associated with private delivery services or with delays in the U.S. Mail.

Statement of Qualifications submitted in any manner other than as required pursuant to Part I, Section 2.B.2-4 of this solicitation document and Statement of Qualifications not time stamped by Public Works Cashier before the date and hour set for submission set forth in the Notice for Request for Statement of Qualifications will not be considered and will be returned to the Vendor unopened.

D. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Vendor shall render their Statement of Qualifications irregular and may cause its rejection.

E. Acceptance or Rejection of Statement of Qualifications

The right is reserved to reject any or all Statements of Qualifications not suitable in the judgment of the Board/Director to be in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Statement of Qualifications.

Statements of Qualifications signed by an agent other than an officer of a corporation or a member of a general copartnership must be submitted with a power of attorney authorizing such signature; otherwise, the Statement of Qualifications will be rejected as irregular and unauthorized.

F. Qualification of Vendor

Vendors who cannot give satisfactory assurance as to their ability to carry out the intended contract(s), based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed contract will not be placed on the resultant list. Vendors are encouraged to submit records of work of similar nature, size, or extent to that proposed under these Specifications. A reasonable inquiry to determine the responsibility of a Vendor will be conducted. The unreasonable failure of a Vendor to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Vendor. Unfamiliarity with the type of work required by Public Works may be sufficient cause for rejection of the Statement of Qualifications.

G. Vendor's Safety Record

A review of the Vendor's safety record will be made before the award. Vendors are required to submit this information, with their Statements of Qualifications, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Vendor's safety record may be sufficient cause for rejection of the Statement of Qualifications.

H. Qualifications of Subcontractors

Vendors shall list all subcontractors to be used on the List of Subcontractors (Form PW-8). The use of subcontractors shall be subject to Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

I. Opening of Statement of Qualifications

Statements of Qualifications will not be publicly opened.

J. Disqualification of Vendors

More than one Statement of Qualifications from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Vendor has interest in more than one Statement of Qualifications for the work contemplated will cause the rejection of all Statements of Qualifications in which such Vendor has interest.

If there is reason for believing that collusion exists among the Vendors, none of the participants in such collusion will be considered in this or future Statements of Qualifications.

K. Disclosure of Contents of Statement of Qualifications

All Statements of Qualifications in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of contract(s) to the Board and that letter appears on the Board's agenda, all Statements of Qualifications will become a matter of public record and will be regarded as public records, except those parts of each Statement of Qualifications which are defined by the Vendor as business or trade secrets, plainly marked as "trade secret," and deemed excluded from disclosure under the California Public Records Act. Designation of all or substantial portions of the Statement of Qualifications as "trade secret" or inappropriate designation of portions of the Statement of Qualifications as "trade secret" may result in the Statement of Qualifications being rejected as nonresponsive. The County will not, in any way, be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

L. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Vendor submitting a response to this RFSQ shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Vendor's signature on the Statement of Qualifications is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Vendor to fully comply with the County Lobbyist Ordinance shall be sufficient cause for rejection of the Statement of Qualifications.

M. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion, or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in being placed on the list and/or the award of a contract or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the Vendor being placed on the list and/or awarded a future contract.

A Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or

(800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

N. Determination of Vendor Responsibility

1. A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract(s). It is the County's policy to conduct business only with responsible contractors.
2. Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including, but not limited to, County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
3. The County may declare a Vendor to be nonresponsible for purposes of this solicitation if the Board, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that a Vendor may not be responsible, Public Works will notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. Public Works will provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for Public Works' recommendation. If the Vendor fails to avail itself of the opportunity to rebut Public Works' evidence, the Vendor may be deemed to have waived all rights of appeal.
5. If the Vendor presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation,

make a recommendation to the Board. The final decision concerning the responsibility of the Vendor will reside with the Board.

6. These terms shall also apply to proposed subcontractors of Vendor on County contracts.

O. Vendor Debarment

1. The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that a Vendor may be subject to debarment, Public Works will notify the Vendor in writing of the evidence, which is the basis for the proposed debarment, and will advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision which will contain a recommendation regarding whether the Vendor should be debarred, and if so, the appropriate length of time of the debarment. The Vendor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. These terms shall also apply to proposed subcontractors of Vendor on County contracts.

P. Safely Surrendered Baby Law

The Vendor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Part II, Exhibit D of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 4

EVALUATION OF STATEMENT OF QUALIFICATIONS; AWARD AND EXECUTION OF CONTRACT

A. Evaluation of Statement of Qualifications

1. All responses to this RFSQ become the property of the County. Upon receipt of the Statement of Qualifications as specified and evaluation of Statement of Qualifications in accordance with the evaluation criteria set forth below, Public Works may establish a list of qualified Vendors for this service from one or more of those submitting Statement of Qualifications. The proposed list may be submitted to the Director or Board for consideration and possible approval.
2. The County may require whatever evidence it deems necessary relative to the Vendor's financial stability.
3. The County reserves the sole right to judge the Vendor's written and oral representations. The County may make on-site inspections of Vendor's current jobs.

B. Initial Review

Statements of Qualifications will first be reviewed on a Pass/Fail basis. Statements of Qualifications not meeting all of these requirements may be rejected as nonresponsive:

1. The Safety Records of Vendor and subcontractor, if any, shall reflect that they have provided services in a safe manner.
2. Vendor shows an ability to meet insurance requirements, outlined in Exhibit B, Section 4, Indemnification and Insurance.
3. Vendor and subcontractors, if any, have met the GAIN/GROW requirements (Form PW-10).
4. Vendor and subcontractors, if any, have submitted the Charitable Contributions Certification (Form PW-12), if required.
5. Vendor and subcontractors, if any, have submitted the Jury Service Program Application for Exception and Certification Form (PW-3) stating that they accept and will comply with the program requirements or establishing their entitlement to an exception to the program.
6. Vendor and subcontractors, if any, have signed all appropriate forms.

7. Vendor submitted copies of the Vendor's, employees', and/or subcontractors' valid Pest Control Advisor and Pest Control Operator licenses and arborist certification.
8. Vendor is signed in as attending the Vendors' Conference.
9. Statement of Qualifications was time stamped by the Cashier prior to the deadline for submission of the Statement of Qualifications.

C. Evaluation Criteria

Statements of Qualifications passing the first step will be evaluated based on the following criteria:

1. References (30 points)

Public Works will check at least three of the Vendor's references for overall satisfaction with Vendor's services, with priority given to services provided to County departments. One or more unfavorable references may result in rejection of the Statement of Qualifications.

References may be contacted by telephone, fax, mail, express delivery, or e-mail. It is the Vendor's responsibility to ensure that accurate and timely contact information is included in their Statement of Qualifications. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the Vendor to correct bad phone numbers, etc. It is the Vendor's responsibility to ensure that its references respond promptly to Public Works' requests for information.

2. Experience (30 points)

Vendors or their managing employees must have a minimum of five years' experience performing the type of service solicited for business, commercial, and/or government institutions. In addition, the Vendor's on-site supervising employee must have at least two years' supervising experience in providing landscape maintenance services for business, commercial, and/or government customers. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the Statement of Qualifications.

The evaluators may award a maximum of 30 points for the quality and quantity of experience of the Vendor and its key personnel and subcontractors in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Vendor's description of its capabilities, resumes of key personnel (Part I, Section 2.A.4), and any other relevant information. Significant unacceptable weakness in quality or

quantity of experience may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Statement of Qualifications.

3. Financial Resources for Living Wage Contracts (5 points)

The Statement of Qualifications may be submitted to Public Works financial staff for comments to assist the evaluators. The Vendor's financial statements or annual reports will be evaluated on the extent to which the statements demonstrate that the Vendor has financial and business stability ensuring it can continue to pay the living wage as defined in this Part I, Section 1.F, and can perform the work throughout the term of any subsequent contract(s). Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given less weight. A score of zero in this evaluation category may result in rejection of the Statement of Qualifications.

4. Work Plan (20 points)

Scoring of the Vendor's detailed Work Plan will be based on the extent to which it demonstrates that the Vendor is likely to fulfill the tasks and requirements as set forth in Exhibit A, Statement of Work, respond to contingencies and emergencies, render timely and responsive service to Public Works, and exceed a workmanlike level of quality in the service and work product produced. The evaluation committee may make this determination from all relevant information presented which may include, but is not limited to, Vendor's written Work Plan, staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Exhibit A, Scope of Work, such as personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, identification badges, safety, communications, and quality control.

The staffing plan shall, at a minimum, provide for on-site supervision by a supervisor with at least two years' experience providing landscape maintenance services for business, commercial, or governmental customers.

Significant unacceptable weakness in any of the Work Plan subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Statement of Qualifications.

5. Quality Assurance Program (10 Points)

Scoring of the Vendor's Quality Assurance Program will be based on the extent to which it demonstrates that the Vendor is likely ensure that the

delivery of all services outlined in Exhibit A, Statement of Work, is completed in a timely manner, free of defects, and how these results will be achieved. The evaluation committee may make this determination from all relevant information presented in the Vendor's written Quality Assurance Program which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting.

The policies and procedures must include a qualified inspector(s) to be provided by Vendor to monitor compliance of the Program and deal with customer complaints and inquiries. If a subcontractor is to perform work under this Section, the Program must detail how that subcontractor will interface with the Vendor and comply with the Program.

Significant unacceptable weakness in any of the Quality Assurance Program subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Statement of Qualifications.

6. Demonstrated Controls over Labor/Payroll Record Keeping (5 points)

Vendor will be evaluated on the firm's labor/payroll record keeping system and regulatory compliance information (Part I, Section 2.10).

The County may conduct site visits to audit a vendor's labor/payroll record keeping system and processes.

Significant unacceptable weakness in the Vendor's Labor/Payroll Recording Keeping may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

7. Optional Interview

The County may, at its option, invite one or more Vendors to make a presentation and/or participate in an interview before a final selection is made. Evaluation criteria for presentations and interviews are the same as those for written Statement of Qualifications. A separate score will not be given for a presentation or interview, but the Vendor's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the Vendors who receive the highest scores in a preliminary scoring of Statement of Qualifications in accordance with the evaluation criteria set forth in this Part I, Section 4.C, Evaluation Criteria.

8. Deduction for Labor Law/ Payroll Violations

Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations with substantially increased deductions for failure to disclose reportable violations, as set forth in Form LW-6, Guidelines for Assessment of Vendor Labor Law/Payroll Violations. "Pending Claim" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board before a contract is awarded.

9. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

D. Recommendation of Evaluation Committee

1. Unless good cause exists to withhold recommendation of one or more vendors for the benefit of the County, the evaluators will recommend each vendor who achieves a qualifying score for placement on the list of qualified contractors. In the absence of any reason for disqualification or rejection, a score of 75 will be deemed qualifying.
2. Upon receiving such recommendation, in the Director's sole discretion, the Director may approve or disapprove of any or all of the recommended vendors. Upon placement on the list, the qualified vendors will become eligible to submit bids for landscape maintenance contracts solicited by Public Works.

E. Award of Contracts

Upon timely submission of a bid when requested by Public Works, the qualified vendor identified by Public Works as the low bidder may be recommended to the Board for the award of a contract for landscape maintenance services at the Public Works facilities identified in the invitation for bids. The selected vendor shall sign and return the contract, together with original copies of the required insurance certification (and original performance bond, if required), within seven days after notification by Public Works of intent to recommend award of the proposed contract to the Board.

F. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a vendor(s) and the terms of any resultant agreement, and to determine which vendor(s) best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

SECTION 5

PROTEST POLICY

A. Protest Process

1. Any actual or prospective Vendor may file a protest in connection with the solicitation or award of a Board-approved service contract. The Vendor challenging the decision of Public Works bears the burden of proof in its claim that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.
2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements
- Review of a Disqualified Statement of Qualifications
- Review of Public Works' Proposed Contractor Selection

C. Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Form PW-11, Transmittal Form to Request an RFSQ Solicitation Requirements Review, along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

1. The request for a Solicitation Requirements Review is received by Public Works not more than 10 business days after issuance of the RFSQ.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a Statement of Qualifications.
3. The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review.

4. The request for a Solicitation Requirements Review asserts either that:
 - Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantage the Vendor; or
 - Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Vendors.
 5. The Solicitation Requirements Review shall be completed and Public Works' determination shall be provided to the Vendor, in writing, within a reasonable time prior to the Statement of Qualifications due date.
- D. Place to Submit Requests for Review

All Requests for Review should be submitted to:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Mr. Rod Tirona
900 South Fremont Avenue
Alhambra, CA 91803
Fax (626) 458-4194

E. Disqualification Review

1. A Statement of Qualifications may be disqualified from consideration because Public Works determined it was a nonresponsive Statement of Qualifications at any time during the evaluation process. If Public Works determines that a Statement of Qualifications is disqualified due to nonresponsiveness, Public Works will notify the Vendor in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Vendor may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.
3. A Disqualification Review shall only be granted under the following circumstances:
 - a. The firm/person requesting a Disqualification Review is a Vendor;
 - b. The request for a Disqualification Review is submitted timely; and
 - c. The request for a Disqualification Review asserts that the determination of disqualification due to Statement of Qualifications nonresponsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the Vendor, in writing, prior to the conclusion of the evaluation process.

F. Proposed Contractor Selection Review

1. Debriefing Process

- a. Upon completion of the evaluation, and prior to entering negotiations with the selected Vendor, Public Works will notify the remaining Vendors in writing that Public Works is entering negotiations with another Vendor. Upon receipt of the letter, the Vendor may request a debriefing within the time specified in the letter. A debriefing will not be provided unless the request is made within the timeframe specified.
- b. The purpose of the debriefing is to compare the Vendor's response to the solicitation document with the evaluation document. The Vendor shall be debriefed only on its response. Because the contract process has not been completed, responses from other Vendors shall not be discussed.
- c. If the Vendor is not satisfied with the results of the debriefing, it may, within five business days of the debriefing, request a review on the grounds and in the manner set forth below for review of Public Works' recommendation for contract award.

2. Proposed Contractor Selection Review

- a. The Vendor may submit a written request for a Proposed Contractor Selection Review if it asserts that its Statement of Qualifications should have been determined to have had a qualifying score but was not because of one of the following reasons:
 - i. Public Works materially failed to follow procedures specified in the RFSQ. This includes:
 - (1) Failure to correctly apply the standards for reviewing the Statement of Qualifications format requirements.
 - (2) Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the Statement of Qualifications specified in the RFSQ.
 - (3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the RFSQ.

- ii. Public works made identifiable mathematical or other errors in evaluating Statement of Qualifications, resulting in the Vendor receiving an incorrect score and not being selected for placement on the list.
 - iii. A member of the evaluation committee demonstrated bias in the conduct of the evaluation.
 - iv. Another basis for review as provided by State or Federal law.
- b. Upon completing the Proposed Contractor Selection Review, Public Works will issue a written decision to the Vendor within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. If the Vendor is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

G. County Review Panel Process

1. If the Vendor is not in agreement with the results of Public Works' Proposed Contractor Selection Review, the Vendor may submit a written request for a review by a County Review Panel.
2. Upon completion of the Panel's Review, the Panel will forward its report to Public Works, which will provide a copy to the Vendor.

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**TABLE OF FORMS
(LIVING WAGE CONTRACT)**

PW-1	VERIFICATION OF STATE OF QUALIFICATIONS
PW-2	(Omitted for this RFSQ process)
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	VENDOR'S REFERENCE LIST
PW-7	VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN/GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION

LIVING WAGE PROGRAM

LW-1	LOS ANGELES COUNTY CODE CHAPTER 2.201 - LIVING WAGE PROGRAM
LW-2	LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION (If requesting exemption, submit at least seven days before due date for Statement of Qualifications)
LW-3	CONTRACTOR LIVING WAGE DECLARATION
LW-4	LIVING WAGE ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE
LW-5	LABOR/PAYROLL/DEBARMENT HISTORY
LW-6	GUIDELINES FOR ASSESSMENT OF VENDOR LABOR LAW/PAYROLL VIOLATIONS
LW-7	VENDOR'S MEDICAL PLAN COVERAGE
LW-8	(Omitted for this RFSQ process)

ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT

VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: , 200		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE:			
DECLARANT INFORMATION			
3. NAME OF DECLARANT:			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE VENDOR(S).			
5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE VENDOR IS:			
VENDOR INFORMATION			
6. Vendor's full legal name:			
7. Vendor's fictitious business name or dba (if any):			
8. The Vendor's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor			
<input type="checkbox"/> A corporation:		Corporation's principal place of business:	
		State of incorporation:	
		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. This proposal is made without collusion with any other person, firm, or corporation. The Vendor has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Vendor's own knowledge. The Vendor has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the Vendor will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.			
<input type="checkbox"/> (1) I am making these representations on my personal knowledge;			
OR			
<input type="checkbox"/> (2) I am making these representations based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Vendor or Authorized Agent:			
Type name and title:			

FORM PW-2

OMITTED FOR THIS RFSQ PROCESS

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Vendor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____
 SERVICE BY VENDOR _____
 PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the Vendor and any partnership, joint venture or corporation that any principal of the Vendor participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual Vendor. The Vendor may attach any additional information or explanation of date which the Vendor would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts							
2. Total dollar amount of Contracts (in thousands of dollars)							
3. No. of fatalities							
4. No. of lost workday cases							
5. No. of lost workday cases involving permanent transfer to another job or termination of employment							
6. No. of lost workdays							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

 Name of Vendor or Authorized Agent (print)

 Signature

 Date

CONFLICT OF INTEREST CERTIFICATION

I, _____

☐ sole owner☐ general partner☐ managing member☐ President, Secretary, or other proper title) _____

of _____

Name of Vendor

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____

Date _____

VENDOR'S REFERENCE LIST**FORM PW-6****PROPOSED CONTRACT FOR:** _____

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Vendor during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Vendor's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The Vendor has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The Vendor periodically conducts a self- analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The Vendor has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the Vendor has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Vendor	
Authorized representative	
Signature	Date

LIST OF SUBCONTRACTORS

The Vendor is required to fill in the following blanks.

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

All Vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM



As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American					
Hispanic/Latino					
Asian or Pacific Islander					
American Indian					
Filipino					
White					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency/Authority	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:

Title:

Date:

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☐ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST AN **RESQ** SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments: _____

Date Response sent to Vendor: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION**YES****NO**

Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

 Signature

 Date

 Name and Title (please type or print)

LOS ANGELES COUNTY CODE**Chapter 2.201****Living Wage Program**

2.201.010 Findings. The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the county of Los Angeles. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions. The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect. This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.60 Employer retaliation prohibited. No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights. In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter, a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and Remedies. For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. **Other Laws.** This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. **Collective Bargaining Agreements.** Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. **This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501 (c)(3) of the Internal Revenue Code.**
- D. **Small Businesses.** This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.100 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

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COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- ☐ My business is a Small Business (*as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return*) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:		TITLE:	
SIGNATURE:		DATE:	

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

- ☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE****Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- ☐ I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME:

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:

DATE:

PLEASE PRINT NAME:

TITLE OR POSITION:

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☐ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☐ I have read the provisions of the RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☐ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the Vendor's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☐ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature

Print Name and Title

Print Name of Firm

Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF VENDOR LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION Vendor Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____	RANGE OF DEDUCTION _____ (Deduction is taken from the maximum evaluation points available)	
	Vendor Fully Disclosed	Vendor Did Not Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that Vendor has a record of very serious violations.*	8 - 10% Consider investigating a finding of Vendor non-responsibility**	16 - 20% Consider investigating a finding of Vendor non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of Vendor non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that Vendor has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that Vendor does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a Vendor's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by Vendor
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

REQUESTED INFORMATION ON THE VENDOR'S MEDICAL PLAN COVERAGE

Vendor: _____

Name of Vendor's Health Plan: _____ Date: _____

(Please use a separate form for each health plan offered by the Vendor to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Vendor's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Vendor's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

LW-7 – VENDOR'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- ☐ Becomes eligible for health insurance coverage after ____ days of employment.
- ☐ Is defined as an employee who is employed more than ____ hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS ____ DAYS.

OMITTED FOR THIS RFSQ PROCESS



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name:	<u>Automation Data Solutions</u>	
Principal Owners:	Renee Setero	
Debarment Start Date:	March 4, 2003	Debarment End Date: March 3, 2006

Vendor Name:	<u>2X, Inc. a.k.a. LA Internet, Inc.,</u> <u>2X Access</u> <u>Internet Business International</u> (Referred to collectively as "LA Internet")	
Principal Owners:	Ken Reda Albert Reda Louis Cherry	
Debarment Start Date:	September 9, 2003	Debarment End Date: September 8, 2006

Vendor Name:	<u>MTS Advanced Corp.</u>	
Principal Owners:	Emir Khan Zulaine Hernandez	
Debarment Start Date:	February 8, 2005	Debarment End Date: February 7, 2008

Vendor Name:	<u>Advanced Building Maintenance Co.</u>	
Principal Owners:	Michael Sullivan Erlinda Sullivan	
Debarment Start Date:	June 14, 2005	Debarment End Date: June 13, 2008



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

XXXXXX XX, 200X

IN REPLY PLEASE

REFER TO FILE: AS-0

SAMPLE NOTICE TO BIDDERS REQUEST FOR BIDS [AND NOTICE OF WALKTHROUGH] FOR LANDSCAPE MAINTENANCE SERVICES AT [NAME OF LOCATION(S)]

Public Works will recommend to the Board of Supervisors the award of contracting to the lowest bidder for landscape maintenance services at [name of location(s)]. Sealed bids must be submitted **not later than dd, mm, 200X, at 5 p.m.** to:

County of Los Angeles Department of Public Works
Public Works Cashier
Mezzanine Floor
900 South Fremont Avenue
Alhambra, CA 91803

Public Works will conduct a mandatory walkthrough of this (these) location as follows:

Public Works will accept bids under the following terms and conditions:

1. Attendance by the bidder or an authorized representative at the walkthrough is mandatory. Public Works will reject bids from those whose attendance at the walkthrough cannot be verified.
2. Bid forms PW-2, Schedule of Prices, and LW-8, Cost Methodology, both enclosed, should be submitted in a sealed envelope displaying the name and address of the bidder and addressed to: Administrative Services Division, Landscape Maintenance Services, at (Location). No responsibility is assumed for mislabeled bids or those filed at the wrong location.
3. Public Works will reject bids that are not time stamped by the Cashier prior to the above deadline for submission.
4. Public Works may reject a bid if the bidder has not signed and submitted all of the appropriate forms.

5. Bidders must submit copies of valid Pest Control Advisor and Pest Control Operator's licenses and arborist certification under which the bidder will perform the requested work.
6. Bids will be subject to adjustment in accordance with the County's Local Small Business Enterprise Preference Program.
7. By submitting a bid, bidder shall be held to have carefully read this notice and all attachments, satisfied themselves before the delivery of their bid as to their ability to meet all of the difficulties attending the execution of the proposed work, and agreed that if awarded a contract, no claim will be made against the County based on this notice or the original Request for Statement of Qualifications, including, without limitation, claims based on any ambiguity or misunderstanding.
8. No cost-of-living adjustments shall be granted for the optional renewal periods.
9. If determined to be the lowest bid, the selected bidder will be recommended to the Board for the award of a contract for landscape maintenance services at the Public Works facilities identified. The selected bidder shall sign and return the contract, together with original copies of the required insurance certification (and original performance bond, if required), within seven days after notification by Public Works of intent to recommend award of the proposed contract to the Board.
10. Bid shall be a firm offer and may not be withdrawn for a period of 120 days following the last day to submit bids.
11. The right is reserved to reject any or all bids that in the judgment of the Board and/or Director are not responsible, responsive, or otherwise not in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a bid.
12. Bids signed by an agent other than an officer of a corporation or a member of a general copartnership, shall be submitted with a power of attorney authorizing such signature; otherwise, the bid may be rejected as nonresponsive and unauthorized.

13. It is the responsibility of the bidder to calculate the bid price to take into consideration any possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District(s), or Director do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the contractor for the work performed during the contract period.
14. Bids will not be publicly opened.
15. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder has interest in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder has interest. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future bids.
16. If the total annual amount arrived at by multiplying the unit price by the number of units does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the bidder's intentions. If the total annual amount is entered for the item, but not the unit price, the monthly price will be derived by dividing the total amount proposed for the item by the number of units as representing the bidder's intentions. If items are incorrectly totaled, the corrected total will be considered as representing the bidder's intentions.
17. All bids in response to this notice will become the exclusive property of the County. At such time as Public Works recommends the award of the contract to the Board and that recommendation appears on the Board's agenda, all bids will be regarded as public records, except those parts of each bid which are defined by the bidder as business or trade secrets and plainly marked as "trade secret." Designation of all or substantial portions of the bid as "trade secret" or inappropriate designation of portions of the bid as "trade secret" may result in the bid being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.
18. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a bidder with the implication, suggestion, or

statement that the bidder's provision of the consideration may secure more favorable treatment for the bidder in being placed on the list and/or the award of a contract or that the bidder's failure to provide such consideration may negatively affect the County's consideration of the bidder's submission. A bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A bidder shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the bidder's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

19. Notwithstanding Public Works' contract award recommendation to the Board, the Board retains the right to exercise its judgment concerning the selection of a bidder and the terms of any resultant agreement, and to determine which bidder best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.
20. A person or entity may seek a Solicitation Requirements Review by submitting ENCLOSURE A, Transmittal Form to Request an IFB Solicitation Requirements Review, along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:
 - The request for a Solicitation Requirements Review is received by Public Works not more than 10 business days after issuance of the IFB.
 - The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid.

- The request for a Solicitation Requirements Review itemizes in appropriate detail each matter contested and factual reasons for the requested review.
- The request for a Solicitation Requirements Review asserts either that:
 - Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantage the Bidder; or
 - Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Bidders.

The Solicitation Requirements Review shall be completed and Public Works' determination shall be provided to the bidder, in writing, within a reasonable time prior to the submission of bids due date.

21. Bidder may challenge Public Works' determination of low bidder based on County's Protest Policy outlined in the Request for Statement of Qualification for landscape maintenance services issued on mm/dd/yy.

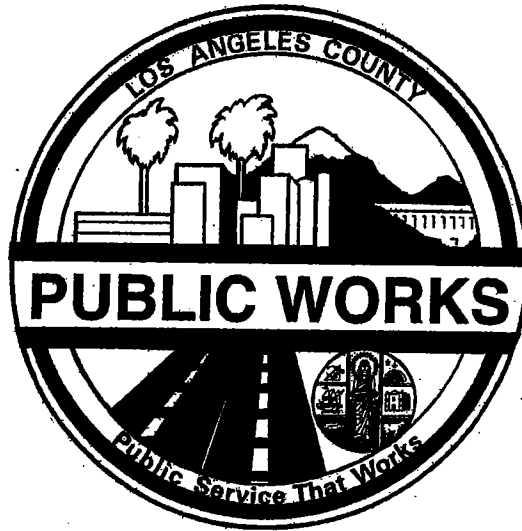
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Enc.

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[CONTRACTOR'S NAME]

FOR

LANDSCAPE MAINTENANCE SERVICES AT
(LOCATION)

TABLE OF CONTENTS

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES AT (LOCATION)

	PAGE
SAMPLE AGREEMENT	1-4
EXHIBIT A Statement of Work	A.1-29
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Headings.....	B.1
B. Definitions.....	B.1
C. Ambiguities or Discrepancies.....	B.2
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Assurance of Compliance with Civil Rights Laws.....	B.3
B. Conflict of Interest.....	B.3
C. Consideration of Hiring County Employees Targeted for Layoffs.....	B.3
D. Consideration of Hiring GAIN/GROW Employees.....	B.3
E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement.....	B.4
F. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	B.4
G. County Lobbyists.....	B.4
H. Nondiscrimination in Employment.....	B.5
I. County's Quality Assurance Plan.....	B.6
J. Notice to Employees Regarding the Federal Earned Income Credit.....	B.6
K. Recycled-Content Paper Products.....	B.6
L. Publicity.....	B.6
M. Termination for Improper Consideration.....	B.7
N. Warranty Against Contingent Fees.....	B.7
O. Compliance with Applicable Laws.....	B.8
P. Legal Status of Contractor's Personnel at Facility.....	B.8
Q. No Payment for Services Following Expiration or Termination of Contract.....	B.8
R. Limitation of the County's Obligation Due to Non-appropriation of Funds.....	B.9
S. Gratuitous Work.....	B.9
T. Assignment and Delegation.....	B.9
U. Subcontracting.....	B.10
V. Governing Laws.....	B.10
W. Notice of Delay.....	B.10
X. Record Retention and Inspection.....	B.11
Y. Validity.....	B.11
Z. Waiver.....	B.11
AA. Default and Termination.....	B.11
BB. Notification.....	B.14

	CC. Changes and Amendments of Terms.....	B.15
	DD. Confidentiality.....	B.15
	EE. Contractor's Charitable Activities Compliance.....	B.15
	FF. Record Retention and Inspection/Audit Settlement.....	B.16
Section 3	General Conditions of Contract Work	
	A. Labor.....	B.18
	B. Public Convenience.....	B.18
	C. Cooperation.....	B.18
	D. Care and Protection of Facilities.....	B.18
	E. Equipment, Labor, Supervision, and Materials.....	B.18
	F. Permits/Licenses.....	B.18
	G. Quality of Work.....	B.18
	H. Quantities of Work.....	B.19
	I. Cooperation and Collateral Work.....	B.19
	J. Authority of Public Works and Inspection.....	B.19
	K. Safety Requirements.....	B.19
	L. Public Safety.....	B.19
	M. Work Area Controls.....	B.19
	N. Transportation.....	B.20
	O. Storage of Material and Equipment.....	B.20
	P. Jobsite Safety.....	B.20
	Q. Labor Law Compliance	B.20
	R. Overtime	B.20
	S. Prohibition Against Use of Child Labor	B.20
Section 4	Indemnification and Insurance Requirements	
	A. Independent Contractor Status.....	B.22
	B. Indemnification.....	B.22
	C. Workplace Safety Indemnification.....	B.22
	D. General Insurance Requirements.....	B.23
	E. Compensation for County Costs.....	B.24
	F. Insurance Coverage Requirements for Subcontractors.....	B.24
	G. Insurance Coverage Requirements.....	B.25
Section 5	Contractor Responsibility and Debarment.....	B.27
Section 6	Contractor Employee Jury Service Program	
	A. Contract Subject to Jury Service Program.....	B.28
	B. Written Employee Jury Service Policy.....	B.28
Section 7	Local Small Business Enterprise Preference Program.....	B.30
Section 8	Safely Surrendered Baby Law Program	
	A. Notice to Employees Regarding the Safely Surrendered Baby Law..	B.31
	B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.....	B.31
Section 9	Compliance with Living Wage Program	
	A. Living Wage Program.....	B.32
	B. Payment of Living Wage Rates.....	B.32
	C. Contractor's Submittal of Certified Monitoring Reports.....	B.34

D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims.....	B.34
E.	County Auditing of Contractor Records.....	B.34
F.	Notifications to Employees.....	B.35
G.	Enforcement and Remedies.....	B.35
H.	Use of Full-Time Employees.....	B.37
I.	Contractor Retaliation Prohibited.....	B.37
J.	Contractor Standards.....	B.37
K.	Neutrality in Labor Relations.....	B.37

EXHIBIT C	Internal Revenue Service Notice 1015
EXHIBIT D	Safely Surrendered Baby Law Posters
EXHIBIT E	PW-2, Schedule Of Prices
EXHIBIT F	LW-8, Cost Methodology
EXHIBIT G	Special Provisions

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SAMPLE AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES AT
(LOCATION)

THIS AGREEMENT is made and entered into this ____ day of _____, 200x, by and between COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and [NAME OF CONTRACTOR], a [form of entity] (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, COUNTY Department of Public Works (Public Works) has solicited statements of qualifications to identify one or more contractors qualified to provide landscape maintenance services under this AGREEMENT; and

WHEREAS, having reviewed and evaluated the statements submitted, Public Works has developed a list of responsible landscape maintenance contractors; and

WHEREAS, Public Works having found the CONTRACTOR to be a qualified, responsible landscape maintenance provider pursuant to the Request for Statements of Qualifications issued on January XX, 2006; and

WHEREAS, the CONTRACTOR having submitted the lowest bid for the described work in accordance with the Invitation for Bids issued on _____.

AGREEMENT

NOW THEREFORE, CONTRACTOR, for the consideration hereinafter set forth and the acceptance by COUNTY and CONTRACTOR'S bid filed with COUNTY on _____, 200x, hereby agrees to provide landscape maintenance services as described in the attached specifications, including, but not limited to, Exhibit A, Scope of Work.

FIRST: This AGREEMENT, Exhibits A (Statement of Work), B (Service Contract General Requirements), C (Internal Revenue Service Notice 1015), D (Safely Surrendered Baby Law Posters), E (Form PW-2, Schedule of Prices), and F (Form LW-8, Cost Methodology), all attached hereto and incorporated by reference in this AGREEMENT, are agreed by COUNTY and CONTRACTOR to constitute integral parts of this AGREEMENT.

SECOND: COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay CONTRACTOR pursuant to Exhibit H (Form PW-2, Schedule of Prices), an amount not to exceed \$_____ per year (Maximum Contract Sum), or such greater amount as the Board may approve.

THIRD: This Contract's initial term shall be for a period of ____ year(s) commencing upon Board approval and execution by the parties. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of ____ years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FOURTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Exhibit H, Form PW-2, Schedule of Prices.

FIFTH: Payments will be made for all work performed to the satisfaction of the Director upon receipt of a claim from CONTRACTOR. CONTRACTOR shall present invoices in triplicate (one original and two copies) for all work performed. CONTRACTOR'S claim will clearly indicate this Contract's number, work order number, dates of service, location, type of services, and an itemized cost of labor and material. Public Works will only pay for hours actually worked by CONTRACTOR'S employees on the assigned project. Public Works reserves the right to request additional information it may deem necessary on the invoices. Public Works agrees to make payment to CONTRACTOR within 30 days of the receipt of a properly completed invoice from the CONTRACTOR. Invoices shall be sent to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: In no event shall the aggregate total amount of compensation paid to CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

SEVENTH: CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

EIGHTH: CONTRACTOR shall not perform or accept work requests from Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire AGREEMENT between COUNTY and CONTRACTOR with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings.

Page 3 of 4

IN WITNESS WHEREOF, COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
MICHAEL D. ANTONOVICH
Mayor, Los Angeles County

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

STATEMENT OF WORK

A. Public Works Contract Manager

Public Works Contract Manager will be identified at the time of contract award. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Jobsites will be located throughout the County of Los Angeles. The jobsites may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. General Work Requirements

The following are the general requirements governing the work to be performed and the manner of performance.

The Contractor shall:

1. Complete each task thoroughly in a professional manner. To this end, quality equipment and materials that comply with all current regulations shall be used.
2. Render and provide landscape and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; pruning of trees and shrubs; control of weeds, vegetation disease, and pests; operation and repair of the irrigation systems, sprinkler heads, and risers; and maintenance of equipment. Such activities shall be performed pursuant to these Specifications and to the frequencies established by Public Works, as set forth herein and/or revised by Public Works in Exhibit G, Special Provisions. The specific frequencies per site identified in Exhibit E, Form PW-2, Schedule of Prices, shall govern the Contractor's completion of required operations.
3. Not work or perform any operations which may destroy or damage groundcover or turf areas during periods of inclement weather.
4. Recognize that during the course of this Contract, other activities may be conducted by County work forces and other contractors that may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction, and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request made by the Contract Manager.

5. During the hours and days of maintenance service as identified in this Exhibit's paragraph L, Hours and Days of Maintenance Services, respond to all emergencies within two hours of notification.
6. Be required to clearly identify and equip each vehicle used at Public Works jobsites/facilities with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying the Contractor's name and phone number.
7. If required by the Contract Manager, submit work schedules for all phases of work performed that include mowing, irrigation system testing, maintenance, etc.
8. Recognize that the general provisions set forth in this Exhibit A may be modified by special provisions (Exhibit G, Special Provisions) set forth in this Contract for the specified jobsite/facility.

D. Management/Supervision

The Contractor shall:

1. Provide fully trained and qualified personnel as well as appropriate management, supervision, materials, supplies, and equipment.
2. Closely monitor its staff to detect operational irregularities and noncompliance with contractual requirements. The Contractor's executive, management, and supervisory staffs shall oversee these service activities, and shall not delay, ignore, or otherwise fail to fully comply with any contract obligations, task specifications, rate assignments, or reasonable requests of the Contract Manager.
3. Ensure its crew leader(s) and operational staff, as well as its supervisory and management staff, are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for the jobsite(s)/facility(ies) shall be kept by each operating crew.
4. Ensure its executive, management, or supervisory staff provide ongoing observation and correction of operations to ensure compliance with these Specifications. Neither Public Works' deficiency notices, deductions, or inspections may be utilized or viewed as a substitution for the Contractor's ongoing direction and management of its employees.
5. Ensure its on-site supervisor has at least two years' supervising experience in providing landscape maintenance services for business, commercial, and/or government customers.

E. Ongoing General Maintenance Tasks

1. Mowing Operations

The Contractor shall:

- a. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- b. Mow the turf with a reel-type mower equipped with rollers or a rotary-type mower. All mowing equipment shall be adjusted to the proper cutting heights and adequately sharpened.
- c. Mow turf species to appropriate height. Mowing heights may vary according to use parameters such as for special events and conditions. In general, cutting height shall be 2 to 3 inches high.
- d. Perform mowing operations on a schedule that is acceptable to the Contract Manager.
- e. Clean walkways immediately following each mowing so that no clippings create a hazardous or unsightly condition.
- f. Complete mowing of turf and cleanup at each facility in one continuous operation.

2. Mowing Site Inspection and Reporting

The Contractor shall:

- a. Prior to initiating a mowing operation, have the site inspected by a knowledgeable and responsible employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers. Glass bottles shall not be driven over or broken. Excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately replaced by the Contractor.
- b. If a mowing operation cannot be completed thoroughly within the designated time frame, immediately notify the Contract Manager.

3. Edging Operations

The Contractor shall:

- a. Keep all turf edges, including designed edges in flower beds, neatly edged and all grass invasions eliminated.
- b. Trim all turf edges including, but not limited to, those edges next to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams in a neat and uniform line.
- c. Complete all edging of turf and clean up in one continuous operation and in a manner that results in a well-defined, V-shaped edge that extends into the soil.
- d. Keep all turf edges limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.
- e. Keep all groundcover and flower bed areas maintained next to turf areas neatly edged and all grass invasions eliminated.
- f. Clear walkways immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.

4. Weed Removal Operations

The Contractor shall:

- a. Keep all grasslike weeds, morning glories, vine type weeds, ragweed, and other underground spreading weeds under strict control.
- b. Determine, in consultation with the County Contract Manager and subject to his or her instructions, the manner and method of weed control and removal. Methods for removal of weeds may incorporate one or more of the following:
 - Hand removal (mechanical)
 - Cultivation
 - Chemical Eradication
 - Mulching
- c. Remove and/or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, pavement, driveways, roadways, slopes, hillsides, bare areas, and undeveloped areas.

- d. Remove all weeds from shrub beds, planters, and other cultivated areas.
- e. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the Public Works, shall be made.
- f. Remove all dead weeds from the areas, after complete kill.
- g. Inspect all walkways, beds, planters, landscapes, and spot treating weeds as necessary.
- h. Maintain developed areas of a facility that have become denuded weed free.
- i. Leave in a natural state designated areas of a facility so that the plants' root systems are utilized to stabilize the soil. However, such areas may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons.

5. Litter Control Operations

The Contractor shall:

- a. Police and pick up litter thoroughly and completely to ensure a neat appearance in all areas being maintained by removing paper, nondecorating rocks, glass, trash, siltation, and other accumulated debris and undesirable materials. Litter control operations shall cover, but are not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, and catch basins.
- b. Complete policing, litter pick up, supplemental hand sweeping of parking space gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- c. Accomplish the complete removal, if a lake, pond, and/or stream are located on the jobsite(s)/facility(ies), of:
 - 1) Floating debris and litter in the lake(s), pond(s), and/or stream(s).
 - 2) Trash cans and any other large materials placed into lake(s), pond(s), and/or stream(s).

- 3) Submerged debris within ten feet of the incline of a lake(s), pond(s), and/or stream(s).
- d. Complete litter pick up as early in the day as possible, but in no case later than 11 a.m.
- e. Place litter picked up on-site in trash bin(s) and not in trash containers.
- f. Keep walkways clear of litter and debris from maintenance and irrigation operations, erosion, storm runoff, and wind. Turf, beds, planters, walkways, drainage areas, areas on slopes from the toe or top of the slope to ten feet up or down the slope adjacent to developed areas, roadways, parking spaces, lakes, ponds, and streams.

6. Raking Operations

The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, and turf areas under trees and placed in appropriate trash bin(s).

7. Shrub Pruning and Hedge Trimming Operations

The Contractor shall:

- a. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- b. Trim all designated formal plant materials to maintain formal hedges and topiary work.
- c. Remove all dead shrubs.
- d. Remove all dead, diseased, unsightly branches, vines, or other growth as they develop. All groundcover shall be pruned to maintain a neat edge along planter box walls.
- e. Prune any runners that start to climb buildings, shrubs, or trees.
- f. Remove all pruned and/or trimmed plant material and place in appropriate trash bin(s) the same day.
- g. Maintain pruned shrubs in a natural shape and proper size as a continuous and ongoing operation so plants will not develop stray or undesirable growth.

8. Groundcover Operations

The Contractor shall:

- a. Trim all groundcover neatly away from shrubs, trees, walks, walls, headers, etc.
- b. Clear all groundcover beds of all debris, leaves, branches, papers, bottles, etc.
- c. Replace dead, missing, and unhealthy looking groundcover to maintain full, even, and healthy looking planting beds. Contractor shall submit a proposal for replacement of groundcover to the Contract Manager before beginning installation. Plants shall not be replaced with different types except to create or maintain a consistency in design.
- d. Cultivate the open soil between plants where planting permits.

9. Sweeping Operations

The Contractor shall:

- a. Check concrete areas for cracks, crevices, and deterioration. When found, the Contractor shall immediately notify Contract Manager.
- b. Clean walkways and steps including, but not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed as part of the landscape, etc. Methods for sweeping of designated areas may incorporate one or more of the following:
 - Power pack blowers
 - Vacuums
 - Brooms
 - Push power blowers
- c. Be subject to local ordinances regarding noise levels, if the Contractor elects to use power equipment to complete such operations. The Contractor shall not use any power equipment on Monday through Friday, prior to 7 a.m., nor later than 3:30 p.m. Any schedule of such operations may be modified by Contract Manager in order to ensure that the public is not unreasonably subjected to noise.

- d. Perform hand sweeping of parking space gutters and other parking spaces in those areas inaccessible to power equipment.
- e. Control cleanup with power blowers such that debris is blown into piles and picked up. Contractor shall not utilize blowers to disperse debris onto street or blow back on to turf area.

10. Aerification Operations

The Contractor shall aerate all turf areas by using a device that removes 1/2-inch cores to a depth of 2 inches and not more than 6 inches of spacing.

11. Rodent Control Operations

The Contractor shall maintain all areas free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) shall be used for this control, subject to the provisions of Section R, Use of Chemicals.

12. General Landscape Maintenance - Site Inspection and Reporting

The Contractor shall:

- a. Ensure, prior to proceeding with any general landscape maintenance task, the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.
- b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

13. Chemical Edging Detailing Operations

The Contractor shall:

- a. Use all chemicals in accordance with Section R, Use of Chemicals.
- b. Employ precautionary measures when using chemicals as all areas will be open for public access during application. Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift.

- c. Not apply water to treated areas for 48 hours after each application. Reapply per manufacturer's recommendation if rain occurs within 48 hours.
- d. Limit, where trees and shrubs occur in turf areas, all grass growth to at least 18 inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals. Shield trunks, stems, or foliage not to receive chemical application to avoid from damage.
- e. Perform linear chemical edging of turf boundaries in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A 6-inch barrier width shall be considered normal.
- f. Perform detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas in a manner that ensures operability, ease of location, and/or a clean appearance. A 6-inch barrier width shall be considered normal.
- g. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.
- h. Remove all dead weeds from the area, after complete kill.

14. Chemical Application - Site Inspection and Reporting

The Contractor shall:

- a. Ensure, prior to proceeding with any chemical application, that the site is inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.
- b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

15. Watering and Irrigation System Management

The Contractor shall:

- a. Since water requirements by plant vary according to the season and a particular year, pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration.

All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

- b. Provide adequate soil moisture, giving consideration to the soil conditions, humidity, minimizing runoff, and the relationship of conditions which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.
- c. Regulate watering to avoid interference with any use of the roadways, pavements, walks, or areas designated for scheduled special events.
- d. Set, in the areas where wind creates problems of spraying water onto private property or road right of ways, the controllers to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.
- e. Control the irrigation system in such a way as not to cause any excessively wet or "water-logged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from overwatering and runoff drowning.
- f. Water new turf (up through the sixth mowing) immediately after mowing. Well established turf shall not be watered for at least four hours after mowing.
- g. Water all groundcover areas as needed to maintain a healthy condition with appropriate care being taken not to overwater in shady areas.
- h. Be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water deliver system of the area. All irrigation systems shall be regularly inspected and tested in accordance with these Specifications and frequencies specified in Exhibit E, PW-2, Schedule of Prices.
- i. Ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the

sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.

16. Irrigation System Maintenance and Repair

The Contractor shall:

- a. Be responsible for maintenance of the irrigation system.
- b. Inspect and report the status of the irrigation system the Contract Manager.
- c. Adjust and clean sprinkler heads which may require the removal of the sprinkler head.
- d. Repair or replace sprinkler heads having a 1/2-inch inlet at Contractor expense.
- e. Repair/replace malfunctioning sprinkler heads within one watering cycle.
- f. Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within one watering cycle of identification or following verbal notification.
- g. Provide replacements of all P.V.C. schedule 80 nipples, caps, plugs, elbows, couplings, etc., from the laterals to the heads due to normal wear at Contractor expense.
- h. Provide replacements of all risers and swing joints due to normal wear at Contractor expense.
- i. Flush irrigation pipelines following repairs and replacements.
- j. Recover and refasten removed valve box covers.
- k. Confer with the Contract Manager regarding the need for replacement or relocation of inoperable sprinkler heads, including lateral pipes. As identified by the Contract Manager, the Contractor, at no additional cost, shall replace inoperable with operable sprinkler head(s) that are greater than a 1/2 inch and are supplied by Public Works.
- l. Follow the repair or replacement of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade.
- m. Notify Contract Manager of any damaged or inoperable major irrigation components, indicating the problem, location, size, and

type of irrigation equipment. Public Works will be responsible for the following components of the irrigation system: quick couplers, plumbing systems, remote control valves, gate valves, automatic controller repairs, and backflow devices.

- n. Replace all irrigation components provided by Public Works to the Contractor within 24 hours upon receiving the component from the Public Works.
- o. Not be required to perform a complete piping replacement of the irrigation system. Public Works will be responsible for the repair or replacement of leaking main and lateral irrigation lines.
- p. Complete replacement of irrigation components that are identified as the Contractor's responsibility within one watering cycle of determining damaged or inoperable irrigation component.
- q. Replace the irrigation system with originally specified parts/equipment of the same size and quality. Prior to the installation, the Contract Manager may approve the Contractor's request to use substitutes parts/equipment.

17. Irrigation System Operability and Testing Operation

The Contractor shall:

- a. In order to ensure the operability of the irrigation system, cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system include inspection of drip emitter, drip tubes, inspecting/clean and flush filters, etc., and report any damage or incorrect operation to the Contract Manager.
- b. During the testing:
 - 1) Adjust all sprinkler heads for the correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas, and private property.
 - 2) Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
 - 3) Record and report all system malfunctions, damage, and obstructions to the Contract Manager and take corrective action.
 - 4) Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.

- c. In addition to regular testing, test and inspect all irrigation systems as necessary when damage is suspected, observed, or reported.
- d. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Contract Manager.

18. Irrigation System Operability and Testing - Frequency

The Contractor shall:

- a. Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads once per month or more frequently if problems/conditions indicate a need.
- b. Inspect sprinkler heads and adjust and correct for coverage once per week.
- c. Repair and/or replace, as determined by the Contract Manager, damaged or inoperable sprinkler heads as needed.
- d. Visually inspect the system's impact on the jobsite(s)/facility(ies) once per week.
- e. Check valve boxes for safety and appropriate security once per week.
- f. Flush irrigation pipeline after repair or replacement of irrigation components as needed.
- g. If an automatic irrigation system or a portion of a system malfunctions, and is authorized by the Contract Manager, manually manipulate the system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Contract Manager may opt to pay the Contractor a supplement to continue the manual manipulation, or the Contract Manager may decide to terminate the supplemental irrigation.
- h. Clean/flush all filters, e.g., filter for backflow device once a year. Filter for drip irrigation system, if applicable, twice a year.

19. Watering and Irrigation System Management - Site Inspection and Reporting

The Contractor shall:

- a. Each time a jobsite/facility receives service, check the irrigation system malfunctions and hazards created by the system. A

comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.

- b. Ensure that all its crews and supervisors working or reviewing a jobsite/facility reports malfunctions, hazards, and emergencies immediately to the Contract Manager.
- c. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.
- d. Ensure that all its crews and supervisors working or reviewing a jobsite/facility mitigate any observed hazards to the extent possible.

F. Seasonal Specialty Tasks

The following seasonal specialty tasks are to be performed at the request of the Contract Manager for which the Contractor will be compensated in accordance with Exhibit E, Form PW-2, Schedule of Prices.

1. Shrub and Tree Care/Pruning Operation

When requested, the Contractor shall:

- a. Prune trees to maintain good tree health and structure, enhance the appearance and provide the proper vertical and horizontal clearances as follows:
 - 1) All trees shall be pruned to remove dead, crowded, rubbing, and/or hazardous limbs and branches.
 - 2) Cuts shall be made according to the International Society of Arboriculture standards. Typically pruning cuts shall be perpendicular to the branch just outside of the raised branch bark collar.
 - 3) Trees shall be thinned to increase light and air penetration to the tree's crown and landscape below. Pruning shall provide an even distribution of foliage along large limbs and the lower portion of the crown. Do not remove an excessive amount of inner foliage and small branches. No more than a quarter of the tree's foliage may be removed at one time. Maintain at least half of the foliage on the lower two-thirds of the tree.
 - 4) Reducing cuts for clearance and to prevent encroachment onto private property shall be accomplished by pruning back leaders and branch terminals to lateral branches that are

large enough to assume the terminal roles (at least one-third of the diameter of the limb being pruned).

- 5) Mature trees should be pruned only to remove dead or potentially hazardous limbs.
 - 6) Properly stake and tie trees as necessary. Trees ties shall be inspected at least once a year to prevent bark wounds caused by abrasion. Removal of tree stakes shall be considered as soon as possible to encourage tree development.
 - 7) Routinely inspect trees for insects and diseases. Approved chemical sprays shall be applied, if required, for the following insect and disease infections: aphids, mealy bugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.
 - 8) Certified arborist shall conduct a site visit and provide a written report to the Contract Manager.
- b. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size as follows:
- 1) Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming.
 - 2) Under no circumstances shall hedge shears be used as a means of pruning.
 - 3) Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.
 - 4) All limbs 12 inches or greater in diameter shall be undercut 12 to 18 inches from the limb's point of attachment to prevent splitting.
 - 5) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
 - 6) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.
 - 7) Climbing spurs shall not be used.

- 8) Topping trees shall not be permitted. Topping causes decay and can create hazards by producing multiple shoots that are weakly attached and often fail. The central leader shall be allowed to develop to prevent disfigurement and future hazards.
- c. Utilize the following pruning criteria:
 - 1) Removal of weak, diseased, insect infested, and damaged limbs as recommended by a certified arborist.
 - 2) Prune all trees for vertical and horizontal clearance. Such clearances are seven feet for pedestrian areas and walkways and 14 feet for vehicular roadways.
 - 3) Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12- or 24-inch spacing.
 - 4) Thin all trees of smaller limbs to distribute the foliage evenly.
 - 5) Trim and shape all trees to provide a symmetrical appearance typical of the species.
 - 6) Cut all suckers and sprouts flush with the trunk or limb.
 - 7) Stubs are not permitted.
 - d. Report all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage to the Contract Manager.
 - e. Place special emphasis on public safety during pruning operations, particularly when adjacent to roadways.
 - f. Remove and dispose all trimming and debris off-site at the end of each day's work at Contractor's expense.
 - g. Remove and dispose off-site all trees, which are downed by either natural or unnatural causes. Where possible, stumps shall be removed to 12 inches below grade, wood chips removed, and backfilled with topsoil to grade.
 - h. Not "...take, possess, or needlessly destroy the nest eggs of any bird..." in accordance with Fish and Game Code, Section 3503. In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5185.

- i. Not trim palm trees during the bird nesting season of April 1 through June 30 unless otherwise approved by the Contract Manager.
- j. Prune trees as seasonally proper according to the International Society of Arboriculture.

2. Cultivating Operation

The Contractor shall:

- a. Take care to avoid unnecessary or excessive injury to the turf grass.
- b. Sweep or take the dislodged thatch from the turf areas and place in appropriate trash bin(s).
- c. Use standard renovating or vertical mowing type equipment.
- d. Vertically mow and remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.
- e. Renovation-Turf
 - 1) Renovate to the soil line and remove all excessive thatch in turf area.
 - 2) After thatch is removed and upon completion of turf renovation, all turf areas shall be overseeded, have top dressing or seed covered, and watered.
 - 3) Areas to be overseeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Contract Manager.
 - 4) Mulch shall be spread evenly over the entire area to a uniform depth.
- f. Cultivate all planted areas to encourage water penetration, fertilizer absorption, and gaseous exchange.

3. Turf Reseeding/Restoration of Bare Areas Operation

The Contractor shall

- a. Overseed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.
- b. Seed these areas utilizing blends or mixtures at the rate of application by the Contract Manager.

- c. Once each year in the fall, overseed all turf areas after aerification and overseed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. The Contractor shall aerify, renovate, or verticut, seed, and top dress or seed cover (spread evenly over the entire area to a uniform depth of 1/4 inch) in this sequence. The Contract Manager may require the use of sod when deemed necessary.
- d. Be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.
- e. Over seed at a rate of five pounds per 1,000 square feet and reseed of bare areas shall be sown at a rate of eight pounds per 1,000 square feet. The following seed specifications shall be used for all over seeding and reseed:

<u>Name</u>	<u>Prop</u>	<u>Purity</u>	<u>Germination</u>
Newport Blue Grass	20%	95%	90%
Lolium Perenne "Pennfine" Rye	26-1/3%	95%	85%
Pennant Rye	26-1/3%	95%	85%
Derby Rye	26-1/3%	95%	85%

4. Disease/Insect Control Operation

The Contractor shall:

- a. Maintain all landscaped areas free of disease and insects that could cause damage to plant materials, including, but not limited to, trees, shrubs, groundcover, and turf.
- b. Notify the Contract Manager immediately of any diseases, insects, or unusual conditions that might be developing.
- c. Provided, as needed, a disease control program to prevent all common diseases from causing serious damage. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

5. Plant Materials Operation

The Contractor shall:

- a. Provide plant materials that conform to the requirements of the landscape plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications shall be consulted to ensure

correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.

- b. Be allowed substitutions, but only with prior written approval by the Contract Manager.
- c. Use plant names that conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases where plant names are not covered, the custom of the nursery trade shall be followed.
- d. Provide the following level of quality:
 - 1) Plants shall be sound; healthy; vigorous; free from plant disease, insect pest, or their eggs; shall have healthy normal root systems and comply with all State and local regulations governing these matters; and shall be free from any noxious weeds.
 - 2) All trees shall be measured 6 inches above the ground surface.
 - 3) Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.
 - 4) Plant materials shall be symmetrical and/or typical for variety and species and conform to measures specified in the Plant List.
 - 5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.
- e. Guarantee all shrubs to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the Contract Manager.

6. Fertilization – Operation

The Contractor shall:

- a. Have approval of the Contract Manager prior to applying any fertilizer/micronutrient.

- b. Apply fertilizers by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- c. Not less than one pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area.
- d. Provide fertilizers in an inorganic and granular form with an approximate ratio of 4-1-2.
- e. Fertilize areas utilizing ratios and mixtures recommended by the Contract Manager at the rate of application per the manufacturer's recommendation.

G. Maintenance Function Report

The Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work, and maintenance functions performed by the Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the Contract Manager. It shall be submitted to the Contract Manager upon request within three working days.

H. Additional Work

- 1. The Contract Manager may authorize the Contractor to perform additional work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or improvements in order to add new, modify existing, or to refurbish existing landscaping and irrigation systems. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification. Authorized additional work that results in unanticipated labor expenses shall be paid by Public Works as specified in Exhibit E, Form PW-2, Schedule of Prices.
- 2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
- 3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

I. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations shall be repaired, replaced, or remedied at the Contractor's expense as follows:
 - a. Irrigation system damage shall be repaired or replaced within one watering cycle.
 - b. All damage to shrubs, trees, turf, or groundcover shall be repaired or replaced within five working days.
 - c. Any plant material other than trees that dies due to Contractor's improper maintenance shall be replaced by the Contractor up to a maximum 15-gallon size at no cost to County. Damages to trees and other plant material due to circumstances beyond the Contractor's control will be remedied by the County.
 - d. Trees
 - 1) Damage to bark from the impact of mowing or edging equipment or damage caused by excessive pruning shall be inspected by a certified arborist for recommendations for treatment or replacement.
 - 2) If damage results in loss of a tree, the damaged tree shall be removed and replaced in accordance with the instructions of Contract Manager.
 - 3) If replacement with an equivalent size and type of tree is not practical, the Contractor shall be responsible for the value of the destroyed tree less the value of the replacement plant material.
 - e. Shrubs
 - 1) Minor damage may be corrected by appropriate pruning as required in the "Shrub Pruning and Hedge Trimming Operation" (see this Exhibit's paragraph E.7).
 - 2) Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials Operation" of the Seasonal Specialty Task Specifications (see this Exhibit's paragraph F.5).
 - f. All damages resulting from chemical operation, including spray-drift and lateral leaching, shall be corrected in accordance with best practices, and the soil conditioned or replaced as recommended by

an agronomical soil test and report to ensure its safety and ability to support plant life.

J. Office of Inquiries and Complaints

The Contractor shall:

1. Maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone there, listed in the telephone directory in the Contractor's own name or in the firm name by which it is most commonly known, and as found on doors of maintenance vehicles. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) employed by the Contractor authorized to take the necessary action regarding all inquiries and complaints that may be received from the Contract Manager, County personnel, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one hour of such complaint by the answering service. Both the Contractor and an answering service shall have the ability to answer the inquiries and/or complaints in both English and Spanish.

During normal working hours, the Contractor's supervisor or manager of maintenance services shall be available for notification through electronic communications.

2. Maintain a written log of all complaints, date, time, and the action taken or reason for inaction. The log of complaints shall be available for inspection by the Contract Manager at all reasonable times.
3. Abate all complaints shall be abated to the satisfaction of the Contract Manager as soon as possible after notification, but in all cases within 24 hours. If any complaint is not abated within 24 hours, the Contract Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Contract Manager within five days. If a complaint is not abated within the time specified or to the satisfaction of the Contract Manager, the Contract Manager may correct the specific complaint and the total cost incurred by the County may be deducted from the payments owing to the Contractor from the County.

K. Safety

1. The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements, including, but not limited to, full compliance

with the terms of the applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

2. It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the premises unsafe as well as any unsafe practices occurring thereon. The Contract Manager shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

L. Hours and Days of Maintenance Services

1. The basic daily hours of maintenance service, Monday through Friday, shall be as follows:
 - a. For the months of November through April, 7 a.m. to 3:30 p.m.
 - b. For the months of May through October, 6 a.m. to 3:30 p.m.
2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Contract Manager.

M. Maintenance Schedules

The Contractor shall:

1. Within ten days after the effective date of this Contract, submit a work schedule to the Contract Manager for review and approval. The work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning, and afternoon.
2. Submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the

Contract Manager for approval within five working days prior to scheduled time for the work.

3. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "Specialty Type" maintenance operation as set forth immediately below.
4. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" maintenance operations are defined as:
 - a. Fertilization;
 - b. Turf renovation/reseeding;
 - c. Micronutrients/soil amendments;
 - d. Spraying of trees, shrubs, or turf;
 - e. Aesthetic tree pruning; and
 - f. Other items so designated by the Contract Manager.

N. Contractor's Staff

The Contractor shall

1. Provide sufficient personnel and supervision to perform all work in accordance with the Specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.
2. Establish an identification system for personnel assigned to each jobsite/facility. The identification system shall indicate to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and shall include appropriate uniform attire and/or name badges as approved by the Contract Manager.
3. Ensure each of its employees adhere to a basic standard of working attire. This standard is basically: uniforms, proper shoes and other gear required by State safety regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

O. Signs/Improvements

The Contractor shall not post signs or advertising matter on Public Works/County property unless prior approval is obtained from the Contract Manager.

P. Utilities

The Public Works will pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Contract Manager. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess costs to be deducted from payments to the Contractor by County will be presented to the Contractor by the Contract Manager prior to actual deduction to allow for explanations.

Q. Non-Interference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Should it be necessary to close a public area during the Contractor's operations, the Contractor shall commence the operation and close the area only at the direction of the Contract Manager.

R. Use of Chemicals

1. All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.
2. A listing of proposed chemicals to be used, including commercial name, application rates, and type of usage shall be submitted to the Contract Manager for approval at the commencement of this Contract. No work shall begin until written approval of use is obtained from the Contract Manager.
3. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.

4. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to the Contract Manager and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
5. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Contract Manager.
6. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to by the Contractor.
7. Chemicals shall be applied when air currents are still, so as to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

S. Specific Requirements

1. Locks and Keys

- a. Public Works may develop an initial chain and lock system with a specific number of replacement locks for controllers and valve/pump cover boxes during the term of this Contract. The Contractor shall be responsible for purchasing similar locks upon loss of any Public Works-owned locks initially provided to the Contractor. On a one for one exchange, Public Works will provide the Contractor with replacement locks for those that have been vandalized or are inoperable.
- b. Contractor may provide chain and lock system, at Contractor's expense.
- c. The Contractor shall:
 - 1) Be responsible for the series of keys provided by Public Works and shall in turn assign these keys to their personnel for use in maintaining these facilities outlined in these Specifications.
 - 2) Be held responsible for the proper use and safe keeping of all keys issued by the Public Works to the Contractor.

- 3) Report all lost or stolen keys to the Contract Manager within 24 hours of discovery of the loss. The Contractor shall reimburse Public Works for the cost, as determined by the Contract Manager of rekeying the location or duplicating additional keys.
- 4) Upon termination, cancellation, or expiration of this Contract, return all keys received from Public Works to the Contract Manager.
- 5) Not duplicate any keys provided by Public Works. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six months imprisonment or a \$500 fine or both.

T. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling landscape materials for Public Works shall be required to divert all landscape materials from any landfills and cogeneration facilities. Landscape material utilized for alternate daily landfill cover is currently acceptable for diversion credit. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products.

The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all above AB 939 requirements have been met.

U. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

V. Performance Requirements and Liquidated Damages

1. Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.

2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.
3. Failure to perform contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.
5. In any case of the Contractor's failure to meet any one of these Specifications, Public Works may, in lieu of other remedies provided by law or this Contract, assess liquidated damages and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.
6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
 - a. All the time limits and acts required to be done by both parties are of the essence of this Contract;
 - b. The parties are both experienced in performance of this Contract work;
 - c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Contractor's stated price;
 - d. The parties are not under any compulsion to contract;

- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages of one and one-half times the amount shown under "Cost per Unit" in Exhibit E, Form PW-2, Schedule of Prices, for work not performed in accordance with these Specifications.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. **Ambiguities or Discrepancies**

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

- a. The Contractor shall develop all publicity material in a professional manner.

- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

- 1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California, 91803-4737.
- 3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

N. Warranty Against Contingent Fees

- 1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of Subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor has materially breached this Contract; or
 - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

- iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are

in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time; provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either

contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of the Contractor to comply with any of the provisions of this Section FF shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments

made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection FF.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
 - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, state, or local environmental law, regulation or mandate, administrative or judicial.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active

negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. **Insurer Financial Rating** - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. **Failure to Maintain Coverage** - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. **Notification of Incidents, Claims, or Suits** - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B.1 under this Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from or between such County facilities, if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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Department of the Treasury Internal Revenue Service Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

No shame. No blame. No names.

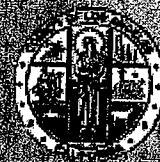
Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org



State of California
Gray Davis, Governor
Health and Human Services Agency
Gloria Robinson, Secretary
Department of Social Services
Marilyn Jones, Director



Los Angeles County Board of Supervisors
Glenn Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Bob Miller, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is coordinated by the UCLA and INELTANE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

SAMPLE SCHEDULE OF PRICES

FOR

LANDSCAPE MAINTENANCE SERVICES AT (LOCATION)

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following prices for the performance of the work as described in these Specifications. The Bidder shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum frequencies set forth below.

ITEM	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	COST PER UNIT	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	Monthly	_____	\$ _____	\$ _____
2.	All Management and Supervision	Monthly	_____	\$ _____	\$ _____
3.	Mowing				
	a. Warm Season April through November	Weekly	_____	\$ _____	\$ _____
	b. Cool Season December through March	Bi-weekly	_____	\$ _____	\$ _____
4.	Mechanical Edging				
	a. Turf Areas	Bi-Weekly	_____	\$ _____	\$ _____
	b. Groundcover	Monthly	_____	\$ _____	\$ _____
5.	Weed Removal				
	a. Walks, Beds, Planters, and Groundcover Hardscape	Weekly	_____	\$ _____	\$ _____
	b. Bare Areas	Monthly	_____	\$ _____	\$ _____
	c. Undeveloped Areas	Monthly	_____	\$ _____	\$ _____
6.	Litter Control	Weekly	_____	\$ _____	\$ _____

7.	Raking				
	a. Turf Under Trees	Monthly	_____	\$ _____	\$ _____
	b. Planter Beds and Planters	Bi-Monthly	_____	\$ _____	\$ _____
8.	Clearance Pruning/Hedge Trimming				
	a. Tree Safety Clearance/Tree Pruning	Monthly	_____	\$ _____	\$ _____
	b. Shrub Safety Clearance/Shrub Pruning	Monthly	_____	\$ _____	\$ _____
	c. Hedge Shaping/Trimming	Monthly	_____	\$ _____	\$ _____
	d. Groundcover Thinning	Monthly	_____	\$ _____	\$ _____
	e. Turf Reseeding	Semiannually	_____	\$ _____	\$ _____
9.	Sweeping – Hard Surfaces, Walks, and Steps	Weekly	_____	\$ _____	\$ _____
10.	Aerification	Annually	_____	\$ _____	\$ _____
11.	Rodent Control	Semiannually	_____	\$ _____	\$ _____
12.	Turf and Plant Fertilization	Semiannually	_____	\$ _____	\$ _____
13.	Chemical Application				
	a. Turf – detailing general turf areas with systemic herbicides	Bi-Monthly	_____	\$ _____	\$ _____
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	Monthly	_____	\$ _____	\$ _____

EXHIBIT E.3

14.	Irrigation / Watering – Manual				
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	Monthly	_____	\$ _____	\$ _____
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	Monthly	_____	\$ _____	\$ _____
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	Monthly	_____	\$ _____	\$ _____
	d. Manual Watering of Turf and Shrubs, more often if necessary	Semiannually	_____	\$ _____	\$ _____

	\$ _____
--	----------

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FAX	E-MAIL

EXHIBIT F
FORM LW-8

BIDDER:

[illegible]

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

SPECIAL PROVISIONS

Special Provisions will be outlined when jobsite/facility are identified as part of the Initiation for Bids process.

P:\aspub\CONTRACT\ROD\LANDSCAPE MASTER RFSQ\12 - EXHIBIT G - SPECIAL PROVISIONS.doc

TABLE OF CONTENTS

County of Los Angeles

☒ CHECK LIST

TAB

1.	Title Page	1
2.	Letter of Transmittal	1
3.	Bid Proposal	2
4.	Introduction / Narrative	3
5.	Quality Control Plan	4
6.	Work Plan	4
7.	Quality Assurance Program	4
8.	Demonstrated Controls over Labor/Payroll Record Keeping	5
9.	Financial Statements, 2002, 2003, 2004	7
10.	Experience	8
11.	Membership / Associations - CLCA - TCTA	8
12.	Organizational Chart	3
13.	Key Personnel	3
14.	State Contractors Licenses	9
15.	I.S.A. Arborists Certifications / ACRT Certifications	10
16.	Agricultural Pest Control Registration number	11
17.	Pest Control Business License	11
18.	QAL - Qualified Applicator Certificate	11
19.	Confined Space Certifications	11
20.	Certificate of Insurance	1

ADDITIONAL INFORMATION

21.	New Facility - Color Pictures	12
22.	Ten Governmental References	3, 13
23.	Equipment / Color Pictures	12
24.	Evaluation Report (6 Endorsement Signatures) - January 2004	6
25.	Five (5) Letters of Recommendation	6
26.	Fourteen (14) - City Endorsement Signatures	6
27.	Forty-five (45) - Letters of Recommendation	14
28.	Bonding Letter of Recommendation	3
29.	Governmental Contracts Completed / Color Pictures	15
30.	Safety Program	15
31.	Complaint Log	15
32.	List of Employees - 10+ years	15
33.	Green Waste Recycling Certification (AB 939)	15

**UNITED PACIFIC SERVICES
INCORPORATED**

file No. A101

TITLE PAGE

United Pacific Services, Inc. has reviewed "Notice of Request for Statements of Qualifications - For Landscape Maintenance Services" by the County of Los Angeles and agrees to the terms as set forth in said document titled:

FOR

COUNTY OF LOS ANGELES

**NOTICE
OF
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR
"LANDSCAPE MAINTENANCE SERVICES"**

Responses to be received until

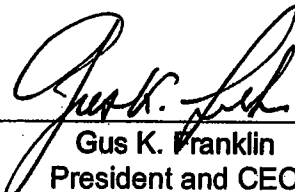
Final submittal Date:

Wednesday, February 22, 2006 at 5:30 p.m.

Proposal addressed to:

Mr. Roderick Tirona
Administrative Services Division
County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

Authorized Signature:



Gus K. Franklin
President and CEO
Signature Binds the Corporation

Corporate seal

This bid shall remain valid for a period of not less than 120 days from the date of submittal

Date: 2-22-06

file No. A515

LETTER OF TRANSMITTAL

As the President and owner of United Pacific Services, Inc. (UPS) I have supervised the completion of over \$40,000,000 in Landscape Maintenance, Tree Trimming and Removal, Weed Abatement, Flood Channel / River clearing, and Catch Basin Cleanout contracts for seventy-five municipalities, the counties of Los Angeles, Riverside, San Bernardino, San Diego, and Orange. All contracts were completed on time and to specifications. Our proposal to the County of Los Angeles includes forty-five letters of recommendation, five current letters of recommendations, an evaluation by six governmental agencies, a letter from our Bonding company, color pictures of current and past field operations, fourteen City Endorsement signatures, Certifications which include Certified Arborists, Certified Tree Worker, Certified Pest Control Advisor, Certified Qualified Applicator, and Confined Space Certifications.

We are not the largest company in Southern California, however, I believe we offer a unique company where Senior County Managers and Field Inspectors are dealing directly with the President, Vice President and General Manager on a daily basis. With twenty-five cell phones and direct connect we can always be reached 24 hours per day seven days per week. UPS has a very experienced crew and support equipment to complete any county project on schedule and to specifications.

SENIOR MANAGEMENT STAFF:

	<u>Years of Experience</u>	<u>Certifications</u>
1. Gus K. Franklin, President 1740 North Hills Drive La Habra, CA (562) 691-1844 home phone	35+	C61 D49 State Contractors License - Tree QUALIFIER ACRT #03263
2. Eric L. Franklin, Vice President 4931 E. Ashford Ave. Orange, CA 92867 (714) 637-5125 home phone	20+	C27 State Contractors License - Landscape ACRT# 03268 I.S.A. WC# 2158. QAL # 35200
3. Jack Mooring, Vice President 531 Patwood Ave. La Habra, CA 90631 (714) 525-8821 home phone	25+	ACRT# 03268 I.S.A. WC# 0905 I.S.A. TW# 403
4. Tony Gomez, Supervisor 10531 Hunt Ave. South Gate, CA 90280 (323) 566-2127 home phone	25+	I.S.A TW# 1617 ACRT# 03269
5. Jose Torres, Supervisor 6682 Delta Ave. Long Beach, CA 90805 (562) 244-2890 home phone	20+	I.S.A TW# 1601 ACRT#03261

United Pacific Services, Inc.
120 E. La Habra Blvd., Suite 107
La Habra, CA 90631
(562) 691-4600 office (562) 691-8839 fax

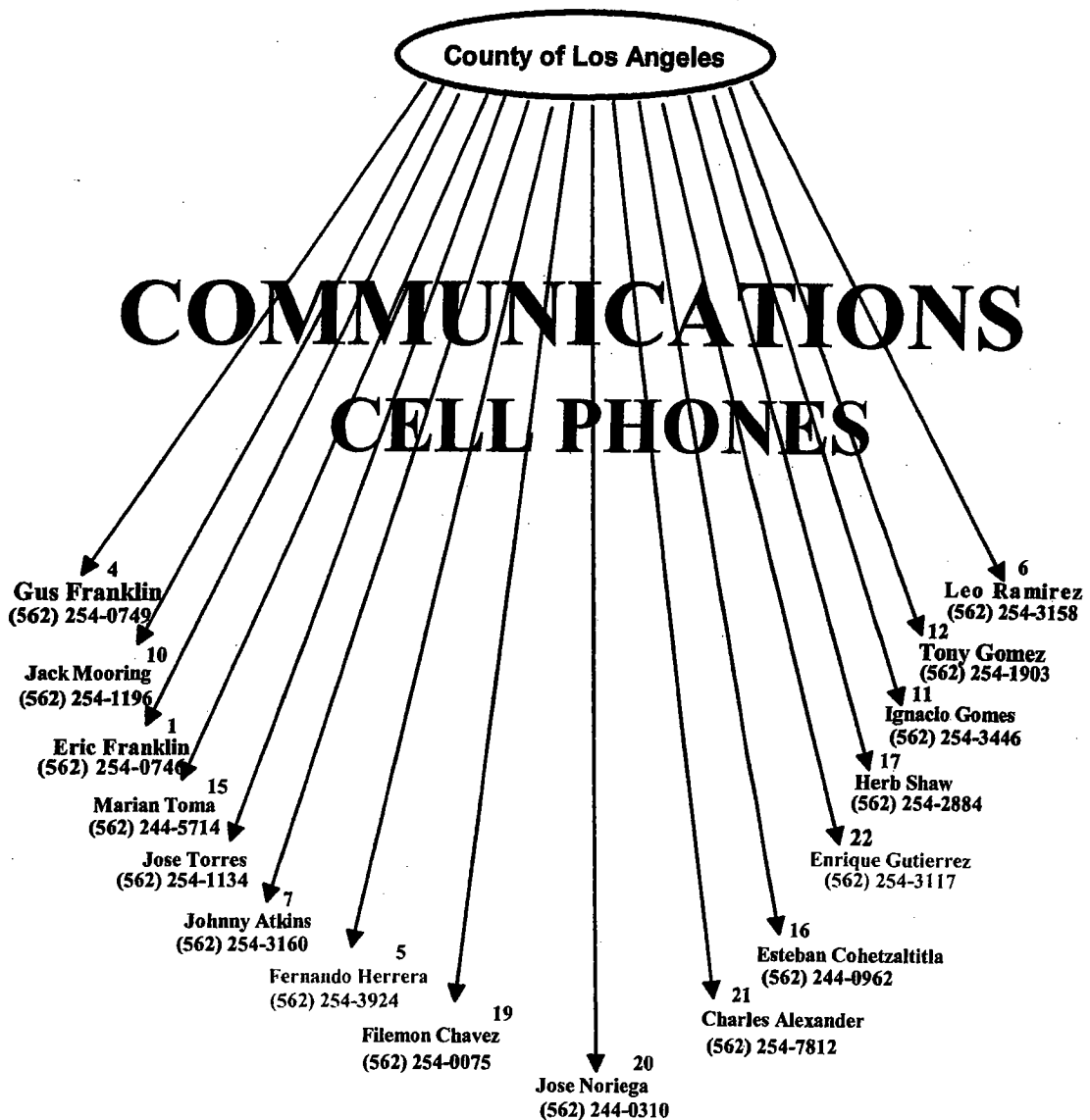
The above employees are authorized by UPS to make any representations on behalf of the company to the County of Los Angeles. They have full authority to make decisions concerning contracts and day to day field operations. In addition they are authorized to sign on behalf of the corporation.

DATE: 2-22-06

Authorized Signature



UNITED PACIFIC SERVICES
Mobile Radio Contact



**MOBILE
UNIT
NUMBERS**

24 Hour Emergency

Monday to Friday

Saturday / Sunday

**CELL
PHONE
NUMBERS**

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ME
UNITE-1

DATE (MM/DD/YYYY)
02/03/06

PRODUCER
Schrimmer-Cavanagh
Insurance Agency, Inc.
1-A Lunar Avenue
La CA 92821
Phone: 714-256-9600 Fax: 714-256-9606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: St Paul Travelers

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

United Pacific Services, Inc.
120 E La Habra Blvd Suite 107
La Habra CA 90631

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide or Herbicide GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CK08100518	06/26/05	06/26/06	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1000 Comp Ded <input checked="" type="checkbox"/> \$1000 Coll Ded	CK08100518	06/26/05	06/25/06	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Parkway Tree Trimming, RD 514, . FY 2005-06 Project ID No.RMD1546036
The County of Los Angeles, Los Angeles County Flood Control District, all cities in which the Project is located, their officers, employees and agents are named as additional insured. See attached additional insured endorsement

CERTIFICATE HOLDER

Mrs. Irma Serna
Los Angeles Department of
Public Works
900 S. Fremont Ave., 8th Floor
Alhambra CA 91803

LACFCD1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FIRST CLASS MAIL~~

~~IF NO NOTICE IS RECEIVED BY THE INSURED, THE INSURER SHALL BE DEEMED TO HAVE BEEN CANCELLED BY THE INSURED.~~

AUTHORIZED REPRESENTATIVE

Joan S. Cavanagh

Elke Cavanagh

**DESCRIBED PERSON OR ORGANIZATION
ADDITIONAL PROTECTED PERSONS ENDORSEMENT-
WITH A SUBLIMIT FOR THEIR PROTECTION**

The St. Paul

This endorsement changes your Commercial General Liability Protection

How Coverage Is Changed

There are two changes which are explained below.

18. The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Described person or organization. The person or organization shown below as a described person or organization is a protected person. But only for covered injury or damage that results from:

- the ownership, maintenance, or use of any premises which you own, or rent, lease, or borrow from others; or
- your work.

We explain what we mean by your work in the Products and completed work total limit section.

18. The following is added to the Limits Of Coverage section. This change limits coverage for additional protected persons added in this endorsement.

Described persons or organizations as additional protected persons limit. The most we'll pay for covered injury or damage awarded against any person or organization described in this endorsement is:

- The amount of the available limit of coverage provided by this agreement; or
- The amount of insurance required to be carried by you under the provisions of a written contract or agreement between you and the described additional protected person against whom the damages are awarded.;

Whichever is less.

Other Terms

All other terms of your policy remain the same.

Described Person or Organization:

County of Los Angeles, and the Los Angeles County Flood Control District, all cities in which the Project is located, their officers, employees, and agents while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

Project: Parkway Tree Trimming, RD 514. FY 2005-06
Project ID: RMD1546036

SAMPLE

Any persons or organization whom you are required to add as an additional insured to this agreement under a written contract:

Currently in effect or which will become effective during the term of this agreement, and executed prior to the event which results in bodily injury or property damage, or the offense which results in personal injury or advertising injury.

Name of Insured
United Pacific Services, Inc.

Policy Number
CK08100518

Effective Date
06/26/05 - 06/26/06

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

909-941-6699

DATE (MM/DD/YY)
9/12/05

Driver Alliant Insurance
Jay Freeman
3270 Inland Empire Blvd., #100
Ontario, CA 91764

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Redwood Fire & Casualty/CYP
COMPANY B
COMPANY C
COMPANY D

INSURED

United Pacific Services, Inc.
120 E. La Habra Blvd., #107
La Habra CA 90631

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL OTHER	W5734069	7/01/05	7/01/06	X WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000

SAMPLE

*10 Days Notice for Non-Pay.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Verification of Workers' Compensation.

Re: Project ID No. FMD0002050, San Gabriel River Clearing, 2005.

The cancellation clause has been amended to delete the "endeavor to" and "but failure to..." wording. (Continued on Attached).

CERTIFICATE HOLDER

L.A. County Department of
Public Works
900 Fremont Ave.; Const. Div.
Alhambra, CA 91803-1331

CANCELLATION

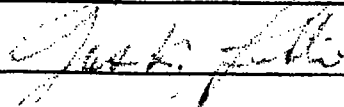
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Jay Freeman

© ACORD CORPORATION 1988

VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: FEB. 22, 2006		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: RFSQ FOR LANDSCAPE MAINTENANCE SERVICES			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: GUS K. FRANKLIN			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE VENDOR(S).			
5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE VENDOR IS: PRESIDENT OF UNITED PACIFIC SERVICES, INC.			
VENDOR INFORMATION			
6. Vendor's full legal name:		UNITED PACIFIC SERVICES, INC.	
7. Vendor's fictitious business name or dba (if any):		N/A	
8. The Vendor's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor			
<input checked="" type="checkbox"/> A corporation:		Corporation's principal place of business: 120 E. La Habra Blvd., La Habra, CA	
		State of incorporation: California	
		President/CEO: Gus K. Franklin	
		Secretary: Susan K. Franklin	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Gus K. Franklin		Title President	Phone 562 691-4600 Fax 562 691-8839
Street 120 E. La Habra Bl. Ste 107		City La Habra	State CA Zip 90631-2310
Name(s) Susan K. Franklin		Title Secretary/Treasurer	Phone 562 691-4600 Fax 562 691-8839
Street 120 E. La Habra Bl., Ste 107		City La Habra	State CA Zip 90631-2310
Name(s)		Title	Phone Fax
Street		City	State Zip
10. This proposal is made without collusion with any other person, firm, or corporation. The Vendor has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Vendor's own knowledge. The Vendor has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the Vendor will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.			
<input checked="" type="checkbox"/> (1) I am making these representations on my personal knowledge;			
OR			
11. CHECK ONE: <input type="checkbox"/> (2) I am making these representations based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Vendor or Authorized Agent:			
Type name and title:	Gus K. Franklin, President		

FORM PW-2

OMITTED FOR THIS RFSQ PROCESS

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Vendor is excepted from the Program.

Company Name: UNITED PACIFIC SERVICES, INC.			
Company Address: 120 E. La Habra Blvd., Suite 107			
City: La Habra	State: CA	Zip Code: 90631	
Telephone Number: 562 691-4600			
(Type of Goods or Services): Landscape Maintenance			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

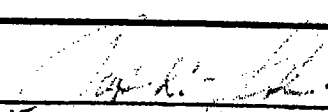
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Gus K. Franklin	Title: President
Signature: 	Date: 02/22/06

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: RFSQ LANDSCAPE MAINTENANCE SERVICES
 SERVICE BY VENDOR
 PROPOSAL DATE:

UNITED PACIFIC SERVICES, INC.

02/22/06

This information must include all work undertaken in the State of California by the Vendor and any partnership, joint venture or corporation that any principal of the Vendor participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual Vendor. The Vendor may attach any additional information or explanation of date which the Vendor would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts	8	25	21	47	35	136	12
2. Total dollar amount of Contracts (in thousands of dollars)	856,304	1,890,662	2,102,886	3,191,530	2,967,258	11,008,640	556,802
3. No. of fatalities	-0-	-0-	-0-	-0-	-0-	-0-	-0-
4. No. of lost workday cases	-0-	-0-	-0-	-0-	-0-	-0-	-0-
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	-0-	-0-	-0-	-0-	-0-	-0-	-0-
6. No. of lost workdays	-0-	-0-	-0-	-0-	-0-	-0-	-0-

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

UNITED PACIFIC SERVICES, INC.

Gus K. Franklin, President

Name of Vendor or Authorized Agent (print)


 Signature

02/22/06

Date

CONFLICT OF INTEREST CERTIFICATION

I, Gus K. Franklin

- ☐ sole owner
☐ general partner
☐ managing member
☒ President, Secretary, or other proper title) President

of UNITED PACIFIC SERVICES, INC.

Name of Vendor

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Date 02/22/06

VENDOR'S REFERENCE LIST

PROPOSED CONTRACT FOR: RFSQ LANDSCAPE MAINTENANCE SERVICES

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Vendor during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: East Area Flood Channels	DATES: 2000/2002
DEPT/DISTRICT: East Area Weed Abatement - Flood Channels	
CONTACT: Del Ortega Amount: 381,740.00 435,239.00	
TELEPHONE: 626 445-7630	
FAX: 626 446-2624	

SERVICE: Landscape Maintenance	DATES: 2003 / 2004 / 2005
DEPT/DISTRICT Imperial Yard MD4	
CONTACT: No. 74043 Amount: 353,000+/Yr Jeff Wingate	
TELEPHONE: 562 861-0316	
FAX: 562 861-3957	

SERVICE: San Gabriel River	DATES: Sept. 2005
DEPT/DISTRICT: Flood Maintenance	
CONTACT: Emil Kurlyand Amount: 245,000	
TELEPHONE: 626 458-3166	
FAX: 626 458-2197	

SERVICE: Landscape Maint.	DATES: 2003 / 2004 / 2005
DEPT/DISTRICT Imperial Yard	
CONTACT: No. 74044 Amount: 363,000 + Jeff Wingate	
TELEPHONE: 562 861-0316	
FAX: 562 861-3957	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Landscape Maint.	DATES: 2001 to 2005
AGENCY/FIRM: City of Long Beach	
ADDRESS: 2760 Studebaker Rd, L.B., CA 90815	
CONTACT: Oscar DeLeon Amount: 575,000/Yr	
TELEPHONE: 562 577-8437	
FAX: 562 570-8535	

SERVICE: Tree Maint.	DATES: 2003 to 2005
AGENCY/FIRM: City of Los Angeles - Harbor Dept.	
ADDRESS: 90744 500 Pier "A" St, Berth 161, Wilmington, CA	
CONTACT: Gary Striker Amount: 150,000/Yr	
TELEPHONE: 310 732-3890	
FAX: 310 513-6234	

SERVICE: Trim Trees	DATES: 2001 - 2006
AGENCY/FIRM: City of Highland	
ADDRESS: 27215 Base Line, Highland, CA 92346	
CONTACT: Larry Williams Amount: 250,000	
TELEPHONE: 909 864-8762	
FAX: 909 862-3180	

SERVICE: Tree Maint.	DATES: 2003-2005
AGENCY/FIRM: County of Riverside	
ADDRESS: 92502 4080 Lemon St, 7th Floor, Riverside, CA	
CONTACT: Matt Sayre Amount: 85,000/Yr	
TELEPHONE: 909 955-6829	
FAX: 909 955-6845	

COUNTY OF LOS ANGELES - CONTRACTS AWARDED

UNITED PACIFIC SERVICES, INC.

120 E. La Habra Blvd., Suite 107, La Habra, CA 90631

562.691.4600 office 562.691.8839 fax

County of Los Angeles Contracts completed from the year 2000 to 2005

	Contract Description and Location	Final Contract Price
1.	County of Los Angeles "East Area" / 2000 - Flood Channels	\$381,740.00
2.	County of Los Angeles Housing Development / 2000 - Tree Service	\$16,868.00
3.	County of Los Angeles "South Area" - 2001 / 2002 - Flood Channels	\$221,049.00
4.	County of Los Angeles "East Area" / 2002 - Flood Channels	\$435,239.00
5.	County of Los Angeles - San Gabriel - 2002 - River	\$293,000.00
6.	County of Los Angeles - 2001 / 2002 - Tree Planting	\$60,325.00
7.	County of Los Angeles - L.A. River/Comp. Creek - 2001/2002 - Flood Channels	\$363,200.00
8.	County of Los Angeles - L.A. River/Comp. Creek - 2003 to 2005 - Flood Channels	\$726,400.00
9.	County of Los Angeles - L.A. River/Rio Hondo - 2001/2002 - Flood Channels	\$353,175.00
10.	County of Los Angeles - L.A. River/Rio Hondo - 2003 to 2005 - Flood Channels	\$706,350.00
11.	County of Los Angeles - East area - 2003 - Catch Basin	\$123,000.00
12.	County of Los Angeles - West area - 2003 - Catch Basin	\$146,000.00
13.	County of Los Angeles - Trimming / 2003 - Palms Trees	\$37,770.00
14.	County of Los Angeles - "Eastern Avenue" - 2003 - Trim Trees	\$12,500.00
15.	County of Los Angeles - San Gabriel 2003 and 2005 - River	\$631,000.00
16.	County of Los Angeles - Trim and Remove trees 2001 / 2003 - AsNeeded Emergency Tree Work	\$175,884.00
17.	County of Los Angeles - "West Area" - 2003 - Flood Channels	\$105,000.00
18.	County of Los Angeles - Sanitation Department / 2004 - Hydroseed Flood Channel	\$29,501.00
19.	County of Los Angeles - "South Area" - 2004 - Flood Channels	\$275,000.00
20.	County of Los Angeles - "Costal Spreading Grounds" - Flood Channels	\$156,000.00
21.	County of Los Angeles - "Malibu" - 2004 - Landscape Maintenance	\$50,000.00
22.	County of L.A. - Tree Trim and Removal - 2004 - Tree Maintenance	\$152,000.00
TOTAL		\$5,451,001.00

County of Los Angeles contracts in progress for the year 2006

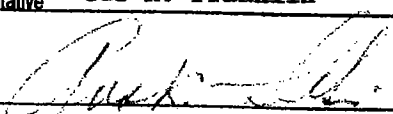
	CURRENT CONTRACTS	AMOUNT
1.	County of Los Angeles - L.A. River - South (3 years includes option years)	\$772,000.00
3.	County of Los Angeles - Malibu - year 2005	\$50,000.00
4.	County of Los Angeles - Coastal Spreading Grounds - year 2005	\$156,000.00
5.	County of Los Angeles - Tree Trimming Project - year 2005 to 2006 (RMD 1546036)	\$102,000.00
7.	County of Los Angeles - AsNeeded Emergency Tree Service	\$50,000.00
TOTAL		\$1,130,000.00

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Vendor's Name	UNITED PACIFIC SERVICES, INC.
Address	!@) E. La Habre Blvd., Suite 107, La Habra, CA 90631-2310
Internal Revenue Service Employer Identification Number	33-0841901

In accordance with Los Angeles County Code Section 4.32.010, the Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The Vendor has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The Vendor periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The Vendor has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the Vendor has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Vendor	UNITED PACIFIC SERVICES, INC.	
Authorized representative	Gus K. Franklin	
Signature		Date 02/22/06

LIST OF SUBCONTRACTORS

The Vendor is required to fill in the following blanks.

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form

All Vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: **UNITED PACIFIC SERVICES, INC.**

My County (WebVen) Vendor Number: **52887901**

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 52					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnic Composition	Owner/Partners 15-49% Ownership		Manager 50-99% Ownership		
Black/African American					3
Hispanic/Latino			4		37
Asian or Pacific Islander					
American Indian			1		
Filipino					
White	1	1	3		2

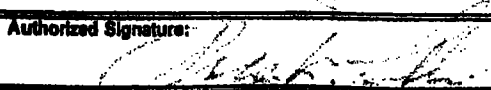
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 02/22/06
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GAIN/GROW EMPLOYMENT COMMITMENT

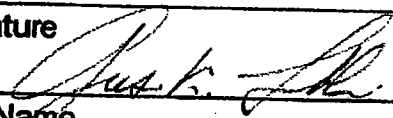
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title President
Firm Name UNITED PACIFIC SERVICES, INC.	Date 02/22/06

TRANSMITTAL FORM TO REQUEST AN RESQ SOLICITATION REQUIREMENTS REVIEW

*A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document*

Vendor Name: UNITED PACIFIC SERVICES, INC.	Date of Request: N / A
Project Title: RFSQ LANDSCAPE MAINTENANCE	Project No.

A Solicitation Requirements Review is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of Minimum Requirements
- ☐ Application of Evaluation Criteria
- ☐ Application of Business Requirements
- ☐ Due to unclear instructions, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within 10 business days of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

UNITED PACIFIC SERVICES, INC.

Company Name

120 E. La Habra Blvd., Suite 107, La Habra, California 90631

Address

33-0841901

Internal Revenue Service Employer Identification Number

N / A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. (x) ()

OR

Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. () ()

Signature

Gus K. Franklin, President

02/22/06

Date

Name and Title (please type or print)

LOS ANGELES COUNTY CODE

Chapter 2.201

Living Wage Program

2.201.010 Findings. The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the county of Los Angeles. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions. The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect. This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.**
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.**
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. (Ordinance No. 99-0048 § 1 (part), 1999.)**

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.**
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.**
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.**
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.**
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 § 1 (part), 1999.)**

2.201.60 Employer retaliation prohibited. No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights. In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter, a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and Remedies. For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. **Other Laws.** This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. **Collective Bargaining Agreements.** Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. **This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501 (c)(3) of the Internal Revenue Code.**
- D. **Small Businesses.** This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.100 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

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COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: UNITED PACIFIC SERVICES, INC.			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:		Contract Term:	
Type of Service:			
Contract Dollar Amount:		Contract Number (if any):	

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194** :

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:	
SIGNATURE:		DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other (Specify): _____

- ☐ **Neither the contractor nor the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE****Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- ☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour per employee**.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour per employee**. I will pay an hourly wage of not less than **\$9.46 per hour per employee**.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour per employee**. I will pay an hourly wage of not less than **\$8.32 per hour per employee**.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

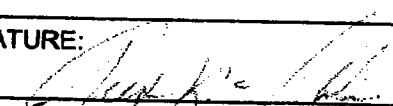
☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: UNITED PACIFIC SERVICES, INC.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 02/22/06
PLEASE PRINT NAME: Gus K. Franklin	TITLE OR POSITION: President

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the Vendor's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.


Owner's/Agent's Authorized Signature

Gus K. Franklin, President

Print Name and Title

UNITED PACIFIC SERVICES, INC.

Print Name of Firm

02/22/06

Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF VENDOR LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION Vendor Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____	RANGE OF DEDUCTION _____ (Deduction is taken from the maximum evaluation points available)	
	Vendor Fully Disclosed	Vendor Did Not Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that Vendor has a record of very serious violations.*	8 - 10% Consider investigating a finding of Vendor non-responsibility**	16 - 20% Consider investigating a finding of Vendor non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of Vendor non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that Vendor has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that Vendor does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a Vendor's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by Vendor
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

REQUESTED INFORMATION ON THE VENDOR'S MEDICAL PLAN COVERAGE

Vendor: UNITED PACIFIC SERVICES, INCName of Vendor's Health Plan: N / A Date: 02/22/06

(Please use a separate form for each health plan offered by the Vendor to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Vendor's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Vendor's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

LW-7 – VENDOR'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- ☐ Becomes eligible for health insurance coverage after ____ days of employment.
- ☐ Is defined as an employee who is employed more than ____ hours per week.

OTHER BENEFITS:

- A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.
- B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.
- C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.
- D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.
- E.NUMBER OF PAID HOLIDAYS PER YEAR IS ____ DAYS.

OMITTED FOR THIS RFSQ PROCESS



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

- o In fueling local economic growth.
- o Providing new jobs.
- o Creating new local tax revenues.
- o Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- o As a multi-billion dollar purchaser of goods and services.
- o As a broker of intergovernmental cooperation among numerous local jurisdictions.
- o By greater outreach in providing information and training.
- o By simplifying the bid/proposal process.
- o By maintaining selection criteria which are fair to all.
- o By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name:	<u>Automation Data Solutions</u>	
Principal Owners:	Renee Setero	
Debarment Start Date:	March 4, 2003	Debarment End Date: March 3, 2006
Vendor Name:	<u>2X, Inc. a.k.a. LA Internet, Inc.,</u> <u>2X Access</u> <u>Internet Business International</u> (Referred to collectively as "LA Internet")	
Principal Owners:	Ken Reda Albert Reda Louis Cherry	
Debarment Start Date:	September 9, 2003	Debarment End Date: September 8, 2006
Vendor Name:	<u>MTS Advanced Corp.</u>	
Principal Owners:	Emir Khan Zulaine Hernandez	
Debarment Start Date:	February 8, 2005	Debarment End Date: February 7, 2008
Vendor Name:	<u>Advanced Building Maintenance Co.</u>	
Principal Owners:	Michael Sullivan Erlinda Sullivan	
Debarment Start Date:	June 14, 2005	Debarment End Date: June 13, 2008

TABLE OF FORMS
(LIVING WAGE CONTRACT)

PW-1	VERIFICATION OF STATE OF QUALIFICATIONS
PW-2	(Omitted for this RFSQ process)
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	VENDOR'S REFERENCE LIST
PW-7	VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN/GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION

LIVING WAGE PROGRAM

LW-1	LOS ANGELES COUNTY CODE CHAPTER 2.201 - LIVING WAGE PROGRAM
LW-2	LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION (If requesting exemption, submit at least seven days before due date for Statement of Qualifications)
LW-3	CONTRACTOR LIVING WAGE DECLARATION
LW-4	LIVING WAGE ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE
LW-5	LABOR/PAYROLL/DEBARMENT HISTORY
LW-6	GUIDELINES FOR ASSESSMENT OF VENDOR LABOR LAW/PAYROLL VIOLATIONS
LW-7	VENDOR'S MEDICAL PLAN COVERAGE
LW-8	(Omitted for this RFSQ process)

ATTACHMENTS

1. **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**
2. **DEBARRED VENDORS REPORT**

County of Los Angeles

**LANDSCAPE MAINTENANCE
NOTICE OF REQUEST FOR STATEMENT
OF QUALIFICATIONS FOR LANDSCAPE
MAINTENANCE SERVICES**

Introduction / Narrative



UNITED PACIFIC SERVICE, INC.

120 E. La Habra Blvd., Suite 107

La Habra, CA 90631

(562) 691-4600 office (562) 691-8839 fax

INTRODUCTION / NARRATIVE

Mr. Donald L. Wolfe,
Director of Public Works
County of Los Angeles,
900 South Fremont Avenue
Alhambra, CA 91803-1331

February 21, 2006

Dear Mr. Wolfe,

United Pacific Services, Inc. (UPS) is Certified as a Local Small Business by the County of Los Angeles Office of Affirmative Action. Therefore, we are requesting a 5% preference when comparing bids. During the past five years we have completed twenty-five contracts for the County of Los Angeles in the amount of \$4,473,873 and we are currently in the process of completing an additional seven contracts in the amount of \$1,158,235 for a total of \$5,632,108. All of these contracts have been completed on time and to specifications. Over this period of time our contracted work with the County has encompassed a wide range of projects from Tree Trimming/Removal and Planting contracts to Landscape Maintenance, Weed Abatement, Flood Control Channel and River contracts and Catch Basin Cleanout. We have developed and enjoyed an excellent working relationship with the County's inspectors and staff and look forward to continuing this association. I consider our company to be part of the County's "team". A firm that the County personnel can rely on seven days a week, 24 hours a day for immediate response from fallen trees to mainline irrigation breaks. We take pride in our experienced and highly trained crews of Certified Irrigation Technicians, Certified Arborists and Landscape Maintenance Gardeners working with new and specialized equipment.

During the past three years we have managed and maintained for the County of Los Angeles the landscape maintenance areas of the Los Angeles River, Compton Creek, and Centinela Creek and the Los Angeles River / Rio Hondo Channel. Both contracts were completed on June 18, 2005. On October 18, 2005, the Board of Supervisors awarded the Landscape maintenance of the South Area in the amount of \$772,000. This is a one year contract with two one-year renewal options. We have a proven track record of doing this same contract from June 18, 2002 till June 18, 2005 (three years) and have for the past three years maintained the irrigation systems, landscaped areas, wildflower / seeded areas, the bicycle trails and most importantly we understand and know how to maintain the "native plants" that are an integral part of the landscaped areas of the project. During the past three years we have responded to all types of emergency work while maintaining the L.A. River/Compton Creek and Rio Hondo Channels. Due to either vandalism or soil erosion caused by heavy and continuing rainfall, it was necessary to maintain some of the area's landscaped irrigation systems by manual watering for months at a time, however, we never charged the county for any manual watering during the past three years, even though this was listed as an hourly rate in our respective contracts, No. 74043 & 74044. We have absorbed this manual watering cost while at the same time we have repaired and maintained the irrigation system. This has saved the County thousands of dollars over the past three years. Our contribution as a "team" player in looking at the bigger picture of working on and completing many different types of contracts for the county.

United Pacific Services, Inc. (UPS) has completed numerous contracts for many Municipalities, Counties and State agencies. During the past 28 years I have overseen the completion of over \$40,000,000 in contracts for more than 70 southern California municipalities. I have also directed the completion of numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, San Diego and Los Angeles. We have never been assessed liquidated damages for failure to complete a contract on time or to specifications, nor have we ever had a complaint filed with the Contractors State Licensing Board against the Company, Corporate Officers or the Owners. In addition, we have never had any claims filed against our General Liability coverage. We have all the specialized equipment and a seasoned and very experienced crew that is Certified by the International Society of Arboriculture (ISA) as Certified Arborists and Certified Tree Workers with the ability to perform all types of tree and landscape maintenance contracts to completion on time and to specifications.

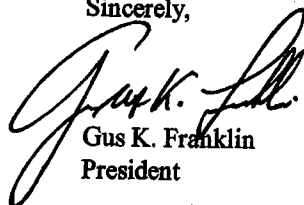
At the present time we have contracts in progress with the cities of Long Beach, Los Angeles, Highland, San Diego and the counties of Los Angeles, San Diego, Riverside, Orange and the State of California. These contracts include tree trimming, tree planting, tree removal, weed abatement, irrigation repair/maintenance, pesticide/herbicide control and landscape maintenance. If selected by the County of Los Angeles, we will provide the county with crews that are equipped with new equipment to complete the landscape maintenance work in a timely and professional manner. All crews will be supervised by an ISA Certified Arborist and tree trimmers shall be Certified as Tree Workers by the ISA. UPS is a state licensed contractor and holds both the C27 and C61 D49 state licenses and both licenses are in good standing with the State of California.

I have included for your review fourteen City Endorsement signatures, six Governmental signatures rating our Company's performance as excellent, Forty-five letters of recommendation, and five current letters of recommendation from cities and county agencies including a letter of recommendation from our bonding company, Driver-Alliant Insurance Services which rates United Pacific with an excellent track record and credit history for over 15 years. I have also included a comprehensive Quality Control Plan, an Equipment List with color pictures, ISA Certified Arborist Certifications, ISA Certified Tree Worker Certifications, CPR and First Aid Certification and Electrical Line-clearing Certifications from the ACRT, Inc. Institute of Arboriculture and Urban Forestry. I have also included Certification of Confined Space Entry Awareness should our crews be required to enter any catch basins or flood maintenance channels/tunnels. We have employees that are licensed for herbicide application (QAL Licenses) and I have one employee who is certified and has an Agricultural Pest Control Adviser License (PCA license). United Pacific has a variety of trucks ranging from 1/2 ton pick-ups to ten ton heavy duty diesel trucks. In the past three years we have invested over \$1.7 million in new specialized Landscape maintenance equipment (see equipment list). In the year 2003/2004, we purchased four 2004 GMC light duty trucks, three 2004 GMC heavy duty 18' chipper dump trucks, two 2004 JCB Tractors with specialized grapple loaders, two 2003/2004 Model 752 Vermeer Stump grinders, one 2003 Dodge light duty P.U. Truck, two 2004 transport low bed trailers. Within the past year we have invested an additional \$500,000 in new equipment and we are planning to purchase \$300,000 in new equipment throughout the remainder of 2006.

In addition to maintaining the landscaping of the L.A. River - South Area (a three year contract), we also maintain the landscaping of the San Gabriel / Rio Hondo Coastal Spreading Grounds (a three year contract) and the Malibu sub-stations (a five year contract) for the County of Los Angeles. Our contract for the Coastal Spreading Grounds is for one year with two renewal options ending on November 4, 2006. The county renewed our second year option. Our landscape maintenance contract with the Malibu sub-stations is for one year with four one year renewal options. The County renewed our second year option.

We have the financial capability and a long history of successfully completing governmental tree and landscape maintenance contracts in the State of California including a three year track record of maintaining the Landscape Maintenance of the South area for the County of Los Angeles including the San Gabriel / Rio Hondo Coastal Spreading Grounds contract. We have the experienced and certified crews that have, and will continue to provide an excellent landscape maintenance program for the County of Los Angeles. If you need additional information or have any questions concerning our proposal please call (562) 691-4600 or you can reach me on my cell phone at (562) 254-0749.

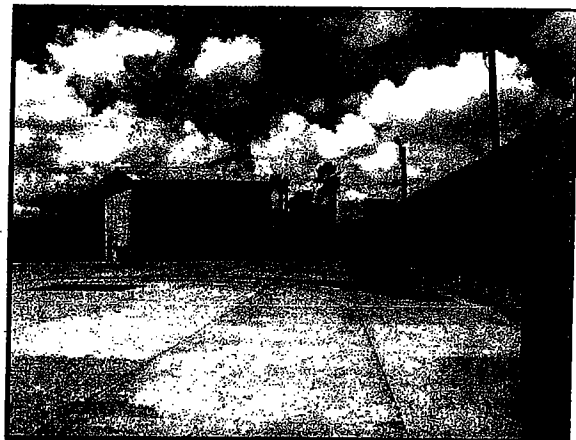
Sincerely,



Gus K. Franklin
President

Turn page for color pictures
of new Office / Yard Facility

United Pacific Services, Inc.
Office, Yard & Maintenance Facility
City of South Gate



UNITED PACIFIC SERVICES, INC. - (10) GOVERNMENTAL REFERENCES

GOVERNMENTAL AGENCY TOTAL CONTRACT AMOUNT	CONTACT	PHONE NUMBER	ADDRESS	TYPE OF SERVICE	No. of years
CITY OF LONG BEACH \$1,888,000	Oscar De Leon	(562) 577-8437 (562) 570-8535 fax	2760 Studebaker Road Long Beach, CA 90815	TREE TRIMMING & REMOVAL SHRUB MAINTENANCE, HERBICIDE SPRAYING, PESTICIDE SPRAYING, SLOPE MANAGEMENT, WEED CONTROL, ETC. TURF MANAGEMENT	1
COUNTY OF LOS ANGELES \$2,148,125	Jeff Wingate	(562) 861-0316 office (562) 861-3957 fax	5525 East Imperial Hwy. South Gate, CA 90280	LANDSCAPE MAINTENANCE, IRRIGATION REPAIR, TREE TRIMMING & REMOVAL TURF / SHRUB MAINTENANCE, HERBICIDE SPRAYING, PESTICIDE SPRAYING, SLOPE MANAGEMENT, WEED CONTROL, ETC.	3
CITY OF LOS ANGELES PORT OF LOS ANGELES \$450,000	Gary Striker	(310) 732-3890 office (310) 513-6234 fax	500 Pier "A" Street, Berth 161 Wilmington, CA 90744	TREE TRIMMING AND REMOVAL, PLANTING OF STREET TREES, HERBICIDE AND PESTICIDE SPRAYING, TREE MANAGEMENT	3
CITY OF HIGHLAND \$105,000	Larry Williams	(909) 864-8732 office (909) 862-3180 fax	27215 Base Line Highland, CA 92346	TREE TRIMMING AND REMOVAL, PLANTING OF STREET TREES, HERBICIDE AND PESTICIDE SPRAYING, TREE MANAGEMENT	5
COUNTY OF RIVERSIDE \$255,000	Matt Sayre	(909) 955-6829 office (909) 955-6845 fax	4080 Lemon Street, 7th floor Riverside, CA 92502	TREE TRIMMING AND REMOVAL, PLANTING OF STREET TREES, EMERGENCY WORK, HERBICIDE SPRAYING, TREE MANAGEMENT	3
COUNTY OF LOS ANGELES \$844,000	Del Ortega	(626) 445-7630 office (626) 446-2824 fax	900 South Fremont Avenue Alhambra, CA 91803	TREE TRIMMING AND REMOVAL, WEED ABATEMENT, TRIMMING BUSHES AND HEDGES, DEBRIS REMOVAL, REMOVING WEEDS TO GROUND LEVEL, CLEAN UP OF PAPER, TRASH, ETC.	2
COUNTY OF SAN BERNARDINO \$200,000	Dave Brackin	(909) 387-4043 office (909) 387-4243 fax	385 North Arrowhead Ave. San Bernardino, CA 92415	TREE TRIMMING AND REMOVAL, PLANTING OF STREET TREES, EMERGENCY WORK, WEED ABATEMENT, EMERGENCY WORK	2
STATE OF CALIFORNIA \$182,800	Saeed Samie	(805) 857-7072 office (805) 375-9238 fax	680 Flinn Ave., Ste. 32 Moorpark, CA 93021	TREE TRIMMING AND TREE REMOVAL, WEED ABATEMENT, TRAFFIC CONTROL PLAN, LEAD CONTROL PLAN AND WATER CONTROL PLAN	1
CITY OF SAN DIEGO UNIFIED PORT DISTRICT \$680,121	Mark Brunelle	(619) 686-6475 office (619) 728-6014 fax (619) 322-1274 cell	3165 Pacific Coast Highway San Diego, CA 92112	TREE TRIMMING AND TREE REMOVAL TRAFFIC CONTROL PLAN, QUALITY CONTROL PLAN, TREE PLANTING, IRRIGATION REPAIR	3
CITY OF LOS ANGELES Department of Water & Power \$200,000	Robert Chaney	(861) 824-7901 office (861) 824-7901 fax	17031 Highway 14 Mojave, CA 93501	TREE TRIMMING AND TREE REMOVAL QUALITY CONTROL AND TRAFFIC CONTROL PLAN	2

**NOTE:

UNITED PACIFIC HAS BEEN AWARDED VARIOUS CONTRACTS THAT RANGE FROM ONE (1) TO FIVE (5) YEARS. WE HAVE INVESTED OVER \$1.7 MILLION IN NEW EQUIPMENT. THE ABOVE LIST OF CONTRACTS IS A PARTIAL LIST OF MUNICIPAL AND COUNTY CONTRACTS THAT HAVE BEEN AWARDED TO UNITED PACIFIC DURING THE PAST FIVE YEARS.

driver ♦ alliant | INSURANCE SERVICES

3270 Inland Empire Blvd., Suite 100, Ontario, CA 91764
Telephone (909) 941-6699 ♦ Facsimile (619) 699-2108
License #0C36861 ♦ www.driveralliant.com

Wednesday, September 15, 2004

To County of San Diego

RE: United Pacific Services, Inc.
Pomona, California

We have bonded this firm for over three years. In that time they have exhibited an excellent track record and credit history.

United Pacific's owner has worked with our firm for over 15 years in the capacity of landscape maintenance and tree maintenance work via other successful firms that he has operated. Based on those experiences I personally rate Mr. Gus Franklin in the highest category of business acumen and professionalism as I have seen in my time as a surety agent.

United Pacific has the ability to bond into the low seven figures per project and their surety company is Developers Surety and Indemnity Company.

If you should have any specific questions I would be most delighted to talk with you on them, feel free to give me a phone call.

Sincerely,
Driver Alliant Insurance Services



Jay P. Freeman, CPCU
First Vice President
909 483-5111

CC: Mr Sean Flinn-Developers Surety and Indemnity Company

KEY PERSONNEL - CERTIFICATIONS

NO	EMPLOYEE	MUNICIPAL - COUNTY - STATE YEARS OF EXPERIENCE	CERTIFICATIONS	POSITION
	ERIC FRANKLIN	20	LA A. CERTIFIED ARBORIST LICENSE NO. # WC-2158 LA A. CERTIFIED UTILITY SPECIALIST LICENSE NO. # WC-2158 ACRT. LINE CLEARING - CERTIFICATION NO. # 03268 CAL LICENSE NO. # 33200 STATE CONTRACTORS LICENSE QUALIFIER # C27	Vice President Field Supervisor
	JACK MOORING	25	LA A. CERTIFIED ARBORIST LICENSE NO. #W2-0005A LA A. CERTIFIED TREE WORKER LICENSE NO. #403 ACRT. LINE CLEARING - CERTIFICATION NO. #03268	Vice President General Manager
	MARIAN TOMA	22	LA A. CERTIFIED ARBORIST LICENSE NO. #WC-4267 P.C.A. STATE LICENSE NO. #AA-03009 CAL LICENSE NO. #30117	Field Supervisor Horticultural Manager
	GUS FRANKLIN	30	STATE CONTRACTOR LICENSE QUALIFIER # C61-D49 ACRT. LINE CLEARING - CERTIFICATION # 03263	President
	JOSE TORRES	15	LA A. CERTIFIED TREE WORKER LICENSE NO. 1601	Crew foreman/gardener
	GUSTAVO PENA	12	LA A. CERTIFIED TREE WORKER LICENSE NO. 1608	Tree trimmer/gardener
	TONY GOMEZ JR.	13	LA A. CERTIFIED TREE WORKER LICENSE NO. 1617	Tree trimmer/gardener
	LUIS PADILLA	5	LA A. CERTIFIED TREE WORKER LICENSE NO. 1607	Tree trimmer/gardener
	ANTONIO GOMEZ	12	ACRT. LINE CLEARING - CERTIFICATION NO. 03029 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
	JOSE TORRES	16	ACRT. LINE CLEARING - CERTIFICATION NO. 03031 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
	IGNAGIO GOMEZ	14	ACRT. LINE CLEARING - CERTIFICATION NO. 03032 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
	ENRIQUE GUTIERREZ	17	ACRT. LINE CLEARING - CERTIFICATION NO. 03033 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
	FERNANDO HERRERA	15	IRRIGATION SPECIALIST, SPRINKLER REPAIR, INSTALLATION NO. 3421	Turf and Irrigation repair/maintenance
	JOHNNY ATKINS	10	IRRIGATION/TURF SPECIALIST CERTIFICATION NO. 4519	Turf and Irrigation repair/maintenance
	LEO RAMIREZ	16	ACRT. LINE CLEARING - CERTIFICATION NO. 03034 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Truck driver/crew foreman/gardener
	HERB SHAW	34	ACRT. LINE CLEARING - CERTIFICATION NO. 03035 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Truck driver/stump grinder
	LUIS GAONA	25	ACRT. LINE CLEARING - CERTIFICATION NO. 03036 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Loader operator/chipper operator
	FILEMON CHAVEZ	19	ACRT. LINE CLEARING - CERTIFICATION NO. 03037 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Root pruner operator/loader operator
	ESTABAN COHETZALTILA	16	ACRT. LINE CLEARING - CERTIFICATION NO. 03038 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/truck driver

The above listed employees have been involved in the landscape/tree maintenance of the following City, County, and State contracts during the past four (4) years.

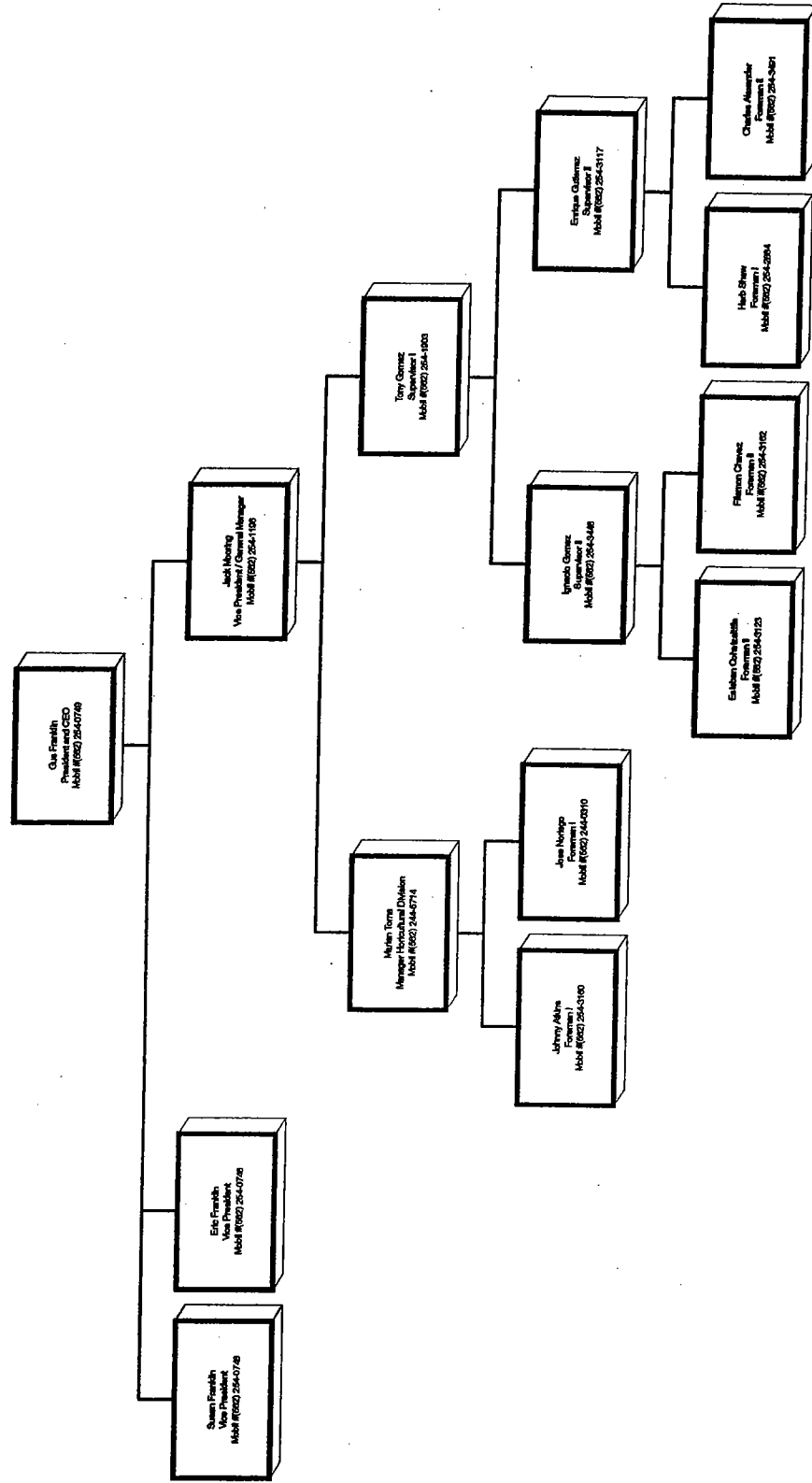
Some of these contracts are renewable from 1 to 5 years.

1. County of Los Angeles (10 contracts ranging from 1 to 5 years)
2. County of Riverside (3 contracts for 3 years)
3. City of Los Angeles (3 contracts ranging from 1 to 3 years)
4. City of Highland (a five year contract)
5. City of Long Beach (2 contracts ranging from 3 to 4 years)
6. City of Santa Maria (a one year contract)
7. City of Palm Desert (a lump sum bid project)
8. County of San Bernardino (2 contracts for two years)
9. State of California (a lump sum bid project)
10. Orange County Sanitation District (a five year contract)
11. County of San Diego (two contracts)
12. County of Orange (one contract for one year)

United Pacific Services, Inc.

ORGANIZATIONAL CHART - CELL PHONES

FILE NO. AB136



Quality Control Plan

WORK PLAN

&

QUALITY ASSURANCE PROGRAM

FOR

County of Los Angeles

submitted by:

UNITED PACIFIC SERVICES, INC.

UNITED PACIFIC SERVICES, INC.

Quality Control Plan

Table of Contents

☒ CHECK LIST

	<u>Section</u>	<u>Page</u>
1. ✓ Management Team		2
2. ✓ Daily-Weekly Supervision	A.	3, 4
3. ✓ Work Schedule	B.	4, 5
4. ✓ Tree Work Performed	C.	5, 6, 7
5. ✓ Shrubbery Trimming and Care	D.	8
6. ✓ Tree Staking and Tying Requirements	E.	8
7. ✓ Trim and Care of Ground Cover	F.	8, 9
8. ✓ Weed Control	G.	9
9. ✓ Litter Control	H.	9
10. ✓ Watering and Irrigation System Management	I.	9, 10, 11
11. ✓ Rodent Control	J.	11
12. ✓ Trash Removal Services	K.	11, 12
13. ✓ Hazardous Waste	L.	12
14. ✓ Right-of-Way	M.	12, 13
15. ✓ Execution of Work	N.	13
16. ✓ Air Quality	O.	13
17. ✓ Toilet Facilities	P.	13
18. ✓ Safety Requirements	Q.	14
19. ✓ Best Management Practices (BMP)	R.	14
20. ✓ Project Safety Official	S.	15
21. ✓ Monthly Maintenance Report	T.	15
22. ✓ Hours of Work in County	U.	15, 16
23. ✓ Equipment on Job Site	V.	16
24. ✓ Labor Rate.....	W.	16, 17
25. ✓ Disposal of Materials	X.	17
26. ✓ Compliance with Laws and Regulations	Y.	17
27. ✓ Drug Free Workplace	Z.	17, 18
28. ✓ Public Safety / Traffic Control	AA.	18, 19
29. ✓ Complaint Log	BB.	19
30. ✓ County of Los Angeles, Special Provisions	CC.	19, 20
31. ✓ Monthly Accounting	DD.	19, 20
32. ✓ Certified Arborists / Certified Pesticide Advisor	EE.	20
32. ✓ Emergency Phone, Home, and Cell numbers	FF.	20
33. ✓ Sample Work Sheets	GG.	21

WORK PLAN

Management Team

United Pacific Services, Inc., has assigned Jack Mooring Eric Franklin and Tony Gomez as Supervisors to all landscape maintenance projects for the County of Los Angeles.

♦ Mr. Mooring has over 20 years experience in governmental maintenance projects with over 35 municipalities, 5 counties and state of California Division of Transportation - Caltrans and is *Certified by the I.S.A. (# WC-0905), Certified by the National Arborist Association (#NAA-03268) and Certified in Cardio-Pulmonary Resuscitation (#AHA-24194).* Currently he is supervising three contracts with the County of Los Angeles (L.A. River/Compton Creek, L.A. River/Rio Hondo, Coastal Spreading Grounds, County Malibu Landscape Maintenance and various County Tree Trimming projects).

♦ Mr. Gomez has over 15 years experience in the management and maintenance of street trees, grounds maintenance, weed abatement, litter control, trash and debris removal for over 20 municipalities and 3 counties. Mr. Gomez is *Certified by the National Arborist Association (#NAA-03267) and Certified in Cardio-Pulmonary Resuscitation (#AHA-24193).* Mr. Gomez has supervised the completion of three major County of Los Angeles contracts with the Division of Flood Control. The East Area Flood Channels were completed in the years 2000 and 2002. He also supervised the completion of the South Area Flood channels for year 2002 and 2004 and the completion of the San Gabriel River Projects for year 2002 and 2003 respectively. All County of Los Angeles contracts were completed on time and to county specifications. Mr. Gomez is currently supervising the completion of the County of Los Angeles Planting contract including the AsNeeded Tree maintenance project and a County of Los Angeles tree trimming project.

Overseeing the project will be Mr. Eric L. Franklin, Vice President Field Operations

♦ Mr. Eric Franklin will be overseeing the project. Mr. Franklin has supervised the completion of landscape maintenance contracts for over 25 municipalities and 4 counties in Southern California.

- ♦ Mr. Franklin is a *I.S.A. Certified Arborist (#WC-2158)*, *Certified by the National Arborist Association (#NAA-03265)*, and *Certified in Cardio-Pulmonary Resuscitation (#AHA-24191)*.
Mr. Franklin is also a Certified Arborist/Utility Specialist by the I.S.A.
-

Mr. Franklin, Mr. Mooring, and Mr. Gomez have full authority to make any and all decisions concerning additional work and represent United Pacific in all decisions concerning all projects. They can immediately make decisions on the job site and have the authority to execute any agreement concerning additional work or changing a work order or responding to any type of service request call.

MANAGEMENT TEAM



PROJECT SUPERVISORS: **Jack Mooring** - **Tony Gomez**

PROJECT DIRECTORS: **Eric Franklin** - **Gus Franklin**

PERFORMANCE OF WORK.

A. Daily - Weekly - Monthly Supervision:

1. Report to **County of Los Angeles** representative on a daily and/or weekly basis if performing work for the county.
2. Before starting work, UPS shall designate, in writing, a representative who shall have complete authority to act for UPS. UPS will also supply the County with a second alternate UPS representative. Any order given to the UPS supervisor or foreman shall be deemed delivered to the UPS main office.
3. Supervise tree trimming crew to maintain proper trim pattern.
4. Supervise planting crew to maintain proper quality control.
5. Supervise the landscape maintenance contract
6. Supervise irrigation repair and maintenance.
7. Report any injuries within one hour of occurrence.

- 
- 
8. Respond to any public complaints or questions concerning project immediately upon notification or no later than one hours of occurrence or as directed by county representative.
 9. Final inspection of maintenance work to insure proper clean-up on a daily basis.
 10. Maintain daily records of hours worked by each employee and work completed.
 11. UPS's authorized representative shall meet with the **County of Los Angeles** representative for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Also UPS shall on each Friday or as directed by county staff submit to the county a weekly, biweekly, or monthly copy of daily work reports throughout the term of the contract. In addition, UPS shall advise the county representative of the following Week's schedule. Daily work records shall be formatted for easy translation into a program or computer software or as directed by county staff.
 12. UPS will notify the county of any changes in start date of each location at least 24 hours in advance. Should UPS discontinue work for any reason, the **County of Los Angeles** must be notified immediately as to the rationale behind the shut-down and the restarting date of operations.

B. Work Schedule:

1. UPS will start the tree trimming, planting, irrigation and landscape maintenance operations within five working days of award of contract or as directed by county staff. UPS will, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order, location, and completion of work based on the information provided by the county representative.
2. UPS will notify the **County of Los Angeles** of the work schedule on a daily and weekly basis. This schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any maintenance

work in the county or as directed by the county representative.

3. Only one job site shall be worked at a time unless specifically approved in advance by the county Inspector or his authorized representative.
4. As soon as notified by the **County of Los Angeles** of award of contract UPS will meet with the County Representative to develop a preliminary work schedule for accomplishing the work on a monthly basis or as directed by county staff. Landscape Maintenance Schedule and Watering Schedule will be modified, as necessary, during the course of the contract, based on weather conditions especially during a heavy rain season.

C. Tree Work Performed:

1. Will be according to 1988 Pruning Standards of the Western Chapter ISA and the National Arborist Association and to the County of Los Angeles specifications (see detailed specifications of RFP)
2. UPS will raise lower limbs on the traveled road way where practical, to a minimum height of 12' feet or as directed by the County authorized representative from the edge of the roadway/bike path or fence line, without detracting from the natural shape of the tree.
3. UPS shall perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, tools supplies, materials, equipment, transportation, and other incidentals necessary to perform the work.
4. UPS shall conduct weekly patrols at each facility / work location / channel and remove all trash discovered within 48 hours.
5. The term "trash" shall be synonymous and interchangeable with "debris" and shall include, but not limited to the following description:
 - a. All paper, styrofoam, shopping carts, tires, furniture, waste, bottles, cans, concrete pieces, wood scraps, construction debris, and other solid man-made material.
 - b. All tree cuttings, trimmings, and fallen trees and branches.
 - c. All dead foliage, dead shrubs, dead vines, dead trees, fallen

leaves, and other organic material.

6. UPS will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the **County of Los Angeles** representative at the end of each day or as directed by the county. Pictures are to be taken at time of incident.
7. UPS will maintain good public relations at all times. Work will be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed with employees that are certified as tree workers and supervised by a Certified I.S.A. Arborist.
8. Hazardous Notifications: UPS will report to the **County of Los Angeles** representative any hazardous condition within one hour. In addition any tree defects, diseases or hazardous tree conditions will be reported within 24 hours.
9. Any activities found by the **County of Los Angeles** to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by UPS.
10. UPS will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The **County of Los Angeles** authorized representative will serve as mediator between the contractor and public if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and/or bicycle and pedestrian safety.
11. UPS will exercise precaution as necessary when working adjacent to electrical wires. In the event that aerial utility wires present a hazard to UPS's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified by UPS. UPS employs employees that are certified in electrical line clearing thru the ACRT, Inc. Institute of Arboriculture and Urban Forestry under their Electrical

Awareness Program. This certification is recognized by the National Arborist Association and meets all Federal Cal-OSHA regulations.

12. UPS shall provide a Mobil radio "Direct Connect" / cell phone to the County representative in order to communicate with all UPS crews and the UPS main office. This radio will be provided for the duration of all projects to immediately give the County representative the ability to give orders, receive instructions from headquarters and handle any complaints and other communication from Public Works.
13. Irrigation repair will be done within 24 hours of notification and any emergency irrigation repair will be done within two hours of occurrence.
14. No hook, gaffs, spurs or climbers will be used by anyone employed by UPS for tree trimming without the express written approval by the County of Los Angeles. Plants or other material growing on the trees shall be removed at ground level at time of tree trimming.
15. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
16. When trimming fungus, diseased or fire bright-infested tree limbs, bushes, or fronds, all pruning tools shall be cleaned after each cut with an approved disinfectant.

D. Shrubbery Trimming and Care:

1. UPS shall remove all dead, weak, diseased, insect infested, and damaged branches and limbs.
2. UPS shall prevent encroachment on adjacent property and into required proper vertical clearances, which are nine feet for pedestrian areas, 15 feet for vehicular roadways and to any and all **County of Los Angeles** specifications.
3. UPS shall prevent encroachment of shrubbery and/or tree and ground cover along curbs, roadways and sidewalks. UPS shall maintain the roadway and sidewalks and routinely remove weeds and debris.
4. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start. No stubs will be permitted.

5. All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
6. UPS shall remove and dispose of all trees which are downed by either natural or unnatural causes. UPS shall dig out stumps or unnatural causes. UPS shall dig out stumps or grind them to 12 inches below grade, remove the wood chips, and back fill the hole to grade with soil.
7. UPS shall trim shrubbery only to restrict growth of shrubbery onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery, bushes, and hedges shall be kept trimmed to a maximum height of four feet or as directed by the **County of Los Angeles**.
8. UPS shall trim trees and shrubbery as directed in County of Los Angeles RFP proposal.

E. Tree Staking and Tying Requirements:

1. Replace missing or damaged stakes where the tree diameter is less than three inches.
2. Install stakes in those cases where the tree has been damaged and requires staking for support.
3. Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than three inches. Removal of tree stakes may be requested by the County of Los Angeles representative for trees with a diameter less than three inches.
4. UPS shall stake and tie trees and shrubbery as directed in the County of Los Angeles RFP proposal.

F. Trim and Care of Ground Cover:

1. UPS shall remove all dead or diseased branches as they develop in the ground cover areas of the project.
2. UPS shall keep all ground covers adjacent to roadways away from the paved surfaces and street curbs.
3. Ground cover will be trimmed back by UPS crews in such a manner that

the edges look natural, not sheared off.

4. Pruning of ground cover, hedges, trees and bushes shall be done on a routine basis and be kept to a high landscape maintenance standard.

G. Weed Control:

1. Landscaped areas.
 - a. UPS shall remove all weeds before they reach two inches tall. All perennial weeds, morning glory, vine-type weeds, ragweed or other underground spreading weeds shall be kept under strict control.
 - b. Weeds may be removed by hand or by cultivation where appropriate. UPS will use pre-emergent weed control where necessary.
2. Stone, Gravel and Dirt Areas.
 - a. UPS shall remove all weeds over two inches tall or groups of weeds spreading 4 inches or more which are growing in the landscape stone, dirt areas, and decomposed gravel areas.
 - b. UPS shall remove the weeds either by hand, weed whipping, or by using chemical weed control.

H. Litter Control.

1. UPS shall remove paper, glass, trash, undesirable materials, and other accumulated debris within the landscape areas, including, but not limited to planted areas, rock areas, gravel areas, adjoining access roads and driveways, drains, and bicycle rest stops.
2. Trash containers shall be emptied once every two weeks by UPS or as directed by the **County of Los Angeles** representative.
3. Litter control shall be done on a routine basis and shall be monitored weekly. UPS shall perform litter control as directed by the County RFP.

I. Watering and Irrigation System Management:

1. UPS shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants, trees, bushes, hedges and lawns.

2. **Watering and Irrigation System Management shall be govern as directed by the County of Los Angeles RFP. UPS shall adhere to these instructions or as directed by county staff.**
3. **UPS shall be responsible for the inspection and maintenance of the entire irrigation system and for the specific repairs/replacements as noted in RFP section, Scope of Work. The County of Los Angeles will be responsible for the repair or replacement of broken/worn-out components of the irrigation system: automatic controllers, back flow devices, gate valves, flow sensors, pressure regulators, strainers, filters, quick couplers, etc. or any vandalism that destroyed or damaged them. Upon request UPS shall supply the county with necessary irrigation technicians to repair any irrigation problems as they occur.**
4. **The County of Los Angeles will also be responsible for the inspection/certification of the mainline back flow devices located at each water service meter.**
5. **Irrigation system shall be under the supervision and management of UPS as directed by the guidelines in the RFP titled Work Description under irrigation systems.**
6. **In addition to other duties as called out in RFP under guidelines as outlined in section titled Irrigation systems, UPS shall respond to request received from the county representative pertaining to waterline breaks, etc. requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours).**
7. **UPS shall repair or replace damaged bubbler heads and risers as necessary.**
8. **UPS shall clean or replace clogged bubbler heads and risers as necessary.**
9. **UPS shall clean or replace clogged or damaged drip line emitters.**
10. **UPS shall repair/replace immediately all broken drip lines or emitters which are causing a loss of water creating pounding or erosion.**
11. **UPS shall maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected by UPS crews and cleaned every two months. The location of**

any filter found to be worn out during this inspection shall be reported to the **County of Los Angeles** representative within one week of the discovery and also included on the required monthly maintenance report.

12. UPS crews shall inspect and clean mainline filters, strainers, basket filters, and filters at the back flow devices twice a year.
13. UPS shall report to the county representative any filter found to be worn out during this inspection within one week of the discovery and also included on the required monthly maintenance report.
14. UPS shall report any missing valve box covers to the county representative by the end of the day and also include the information on the required monthly maintenance report.

J. Rodent Control:

1. UPS shall make an effort to maintain all areas under the proposal free of rodents, including, but not limited to gophers and ground squirrels.
2. The rodenticide product to be used shall be recommended by a licensed pesticide advisor to be approved by the **County of Los Angeles** authorized representative.

K. Trash Removal Services

1. The UPS on-site supervisor shall have a thorough knowledge of the needs of the Public Works' Zero-Tolerance Plan for the **County of Los Angeles** facilities and these specifications, terms, conditions, and requirements.
2. UPS shall log all trash removal request. Response shall be in the following priority:
 - a. Request from the Supervisorial District Staff.
 - b. Requests from the Area's Project Manager.
3. UPS shall maintain a zero-tolerance policy for the work location.
4. UPS shall respond to the Area's Project Manager's Priority Assignments within 24 hours (seven days per week). Emergency clean-up shall be within two hours of notification.

5. Remove trash from the work location as necessary when landscape maintenance work is being done, Monday through Friday.
6. Patrol the work location as necessary to maintain trash-free areas.
7. UPS shall provide Public Works with trash-free reports no later than the fifth day of each month with the monthly invoice. The monthly report shall include the following:
 - a. Number of crews utilized
 - b. Hours worked on the project
 - c. Request and constituent complaints.
 - e. Amount of trash removed
8. UPS shall remove all debris produced from the landscape maintenance services each day. No trash or debris is to be stockpiled within the Department's right-of-way, sidewalks, streets, lawn area and flower beds. UPS shall dispose of all material removed at an approved Greenwaste Recycling site. UPS shall submit all waste disposal receipts obtained from the landfill and/or Greenwaste Recycling facility on a monthly basis to the Project Manager.
9. UPS shall not allow any debris from its operations under all contracts to be deposited into any drain vaults, catch basins, street gutters, or storm drain systems in violation of the National Pollutant Discharge Elimination System (NPDES) Permit.
10. UPS crews will be prohibited from entering any channel bottoms when rapidly flowing water is present (Flood Maintenance Contracts).

L. Hazardous Waste

1. UPS shall not remove any hazardous waste.
2. UPS shall immediately notify the Project Manager of any hazardous material encountered while working within the County of Los Angeles Right-of-ways.

M. Right-of-Way (sidewalks, flower beds, streets, roadways, hill sides, slopes and curbs)

1. UPS shall conduct all of its activities and operations within the confines of Rights-of-Ways in a safe and professional manner.

2. UPS shall not allow any of its employees to use private property for eating, coffee breaks, or any other reason, or use water, or electricity from such property without written permission from the owner and the county.
3. If in the event UPS elects to encroach upon other lands, UPS shall first obtain written permission from the owner and provide evidence of such permission in writing to the **County of Los Angeles** prior to entering upon such lands and/or areas.
4. UPS shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

N. Execution of Work

1. UPS shall diligently execute the work to completion on all of the **County Los Angeles** contracts.
2. Manpower allocated to the project is based on the condition of each contract and/or project. UPS shall provide crews necessary to perform the project to the satisfaction of the County Representative. This includes allocating sufficient manpower to immediately bring the landscaped areas to standards as described in the RFP and to continue to maintain the landscaped areas under the **County of Los Angeles** specifications and direction.
3. UPS shall comply with any suspension when determined by the Project Manager that the suspension is necessary and in the best interest of the county. UPS shall comply immediately with any written order of the Project Manager (County Representative) suspending work.

O. Air Quality

1. UPS shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

P. Toilet Facilities

1. UPS shall provide and maintain portable enclosed toilets when required.
2. All toilet accommodations shall be maintained in a neat and sanitary condition.

Q. Safety Requirements.

1. UPS will observe all applicable Cal/OSHA and Public Works safety requirements while at Public Works' job sites.
2. UPS employees shall be required to wear safety equipment such as glasses, gloves, head gear, skin creams, respirators, etc.
3. UPS crews / employees shall be uniformed with safety orange shirts or safety orange reflective vests with dark blue pants while working on Flood Maintenance property or while working along streets or right-of-ways.. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.
3. UPS crews / employees shall be prohibited from any type of horseplay, shoving, pushing, etc.. This type of behavior will not be tolerated by UPS. All UPS crews / employees must conduct themselves in such a way that creates a good public image. All contact with the public and Public Works employees shall be made in a courteous and businesslike manner.

R. Best Management Practices (BMP)

1. UPS shall implement the following BMP's for the prevention of storm water pollution in conjunction with all its activities and operations while working for the County of Los Angeles.
2. Waste Management
 - a. Solid Waste Management
 - b. Hazardous Waste Management
 - c. Sanitary / Septic Waste Management
3. Vehicle and Equipment Management
 - a. Vehicle and Equipment Cleaning
 - b. Vehicle and Equipment Fueling
 - c. Vehicle and Equipment Maintenance
4. Training
 - a. Employee / Subcontractor Training

S. Project Safety Official

1. UPS shall designate in writing a Project Safety Official who shall be thoroughly familiar with the UPS Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP).
2. UPS shall make available at all times its Project Safety Official to abate any potential safety hazards and shall have the authority to shut down an operation, if necessary.

T. Monthly Maintenance Reports:

1. UPS shall submit a proposed maintenance schedule prior to the start of the contract.
2. UPS shall maintain and keep current a monthly maintenance report that records when all periodic, seasonal, additional work and maintenance functions are performed by UPS crews.
3. This report form shall be provided by either the County Representative or by United Pacific Staff. The maintenance report shall be submitted by UPS to the **County of Los Angeles** representative biweekly and upon request, within three working days.

U. Hours of work in County:

1. UPS will observe all holidays recognized by the county and the county shall provide inspection for a 40 hour workshift (7:00 a.m. to 4:00 p.m. or as directed by the county) Monday through Friday, except on County observed holidays. No maintenance function that generate excessive noise which would cause annoyance or interference to the public in the area shall be commenced before 7:00 a.m. UPS shall reimburse the **County of Los Angeles** at rates established by the county for inspection in excess of the foregoing, including legal holidays. This shall be a deduction from final payment.
2. **Night, Saturday, Sunday, and Holiday Work:** No work shall be performed at night, on Saturdays, Sundays, or on the eleven legal holidays, to wit: New Years Day, President's Day, Dr. Martin Luther King Day, Memorial

day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, and Christmas. This does not apply to emergency work or as directed by county representative. UPS will schedule operations in accordance with the County's business hours and representative. NO WORK SHALL BE PERFORMED WITHOUT THE PERMISSION OF THE PUBLIC WORKS DIRECTOR OR HIS/HER REPRESENTATIVE FOR THE **COUNTY OF LOS ANGELES**.

3. Before performing any work at said times, UPS shall give notice to the **County of Los Angeles** so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed. "Night," as used in this paragraph, shall be deemed to include the hours from 6:00 p.m. to 7:00 a.m. of the next succeeding day.
4. No maintenance function that generates excessive noise which would cause annoyance to residents and/or public of the area shall be commenced before 7:00 a.m. A noise level limit of 86 dbA at a distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not.

V. Equipment on job site:

1. All aerial / tree equipment and landscape equipment will be certified. Said test and / or examination will meet with the requirements of the State of California. Division of Occupational Safety and Health, G.I.S.O. Title 8, G.I.S.O. Title 8, Article 24-3636 through 3648 and all referenced applicable A.N.S.I. standards contained therein.
2. UPS employees are enrolled in the Department of Motor Vehicles Employee Pull Notice Program.
3. Equipment is inspected daily with full maintenance every 8 weeks.

W. Labor:

1. Pay scale is based on the Prevailing Wage Rates as required in the State of California under Section 1771.
2. UPS employs a well balanced ethnic crew (75% minority) and firmly

believes in equal employment opportunities for all employees.

3. UPS shall pay a minimum of \$9.46 per hour under the County of Los Angeles Living Wage Program and shall pay any increases over the course of the contracts.
4. UPS shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her in connection with the County of Los Angeles project, if any.
5. UPS shall pay overtime hours over 8 hours of work per day and for over forty hours per week.

X. Disposal of Materials:

1. All tree branches, leaves / green waste etc. produced as a result of UPS's operations will be reduced reused, recycled, and/or transformed.
2. Weight slips or load slips for all material removed from the **County of Los Angeles** will be submitted to the county once a month with invoice.
3. All Greenwaste shall be Recycled under AB 939 guidelines.

Y. Compliance with Laws and Regulations:

1. UPS shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

Z. Drug Free Workplace:

1. UPS will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
2. UPS has established a Drug-Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.

3. UPS's existing policy of maintaining a drug-free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace, taking appropriate action against such an employee, up to and including termination.

AA. Public Safety / Traffic Control:

1. UPS shall furnish, erect and maintain such lights, barricades, bridges and other devices as required by the City, State, Federal, and County "Public Safety" of the Standard Specifications. Should the **County of Los Angeles** point out the inadequacy of warning devices or should the County approve the location of warning devices, such action shall not relieve UPS of responsibility for public safety, nor abrogate his obligation to furnish and pay for these devices.
2. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook) and to the specifications of the County of Los Angeles.
3. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
4. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.
5. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when landscape maintenance operations are suspended for any reason, UPS shall remove all equipment and other obstructions from that portion of the roadway / right-of-way and open for use by public traffic.

6. Spillage resulting from hauling operations along or across any public traveled roadway shall be removed promptly.
7. Whenever UPS's operations require one-way traffic or create a condition hazardous to the public traffic (vehicles, pedestrians, and bike traffic) UPS shall provide and station competent flagmen whose sole duties shall consist of directing the movement of traffic through or around the work. UPS shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various items bid.

BB. Complaint Log:

1. UPS will keep a manual complaint log with the locations and names of any and all complaints that could occur in the performance of this contract.
3. The complaint log will have the address, name, time, date, type of complaint, action taken, remarks and any other information required to properly document the complaint

CC. County of Los Angeles, Special Provisions:

1. All work performed by UPS crews shall be governed by the work descriptions as stated in the County RFP, Titled:

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

**NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR LANDSCAPE MAINTENANCE SERVICES**

DD. Monthly Accounting:

1. UPS shall submit to the County of Los Angeles "Authorization Estimates" of any additional work that is to be charged at an hourly rate that is not part of the regular monthly maintenance. This additional charge will be added to a running total along with the monthly maintenance running total charge for each month of the contract. This will enable UPS and County staff to better monitor the monthly and annual cost. Under no circumstances will UPS exceed the "Base" amount of the contract without the express written authorization from the County of Los Angeles

authorized representative.

2. Prior to performing any additional work, UPS shall have a signed copy of any and all extra work by the County of Los Angeles authorized representative. This authorization sheet will also be dated and explain in detail the cost to be incurred including any irrigation parts to be used.
3. UPS will not charge the County of Los Angeles for any work performed beyond the BASE AMOUNT of any contract, unless the work was authorized in writing by the **County of Los Angeles**.

EE. Certified Arborists / Certified Pesticide Advisor

1. UPS will provide a Certified Arborist to assist the county on any and all matters concerning landscape maintenance issues including planting, irrigation repair, slope maintenance, tree and bush maintenance and ground cover maintenance.
2. UPS will provide a Certified Pesticide Advisor / Agricultural Pest Control Adviser to assist and advise the county on any and all matters concerning the use and application of herbicides and pesticides in the performance of this contract.

FF. Emergency phone, home and cell numbers:

United Pacific Services	Office	(562) 691-4600
	Fax	(562) 691-0512
	Office	(909) 629-5857
	Fax	(909) 629-8879
Gus Franklin, <i>President</i>	Home	(562) 691-0451
	Cell	(562) 254-0749
Eric Franklin, <i>Vice President</i>	Home	(714) 637-7125
	Cell	(562) 254-0748
Jack Mooring, <i>General Manager</i>	Home	(714) 525-8821
	Cell	(562) 254-1196
Tony Gomez, <i>Supervisor I</i>	Home	(323) 566-2127
	Cell	(562) 254-1903

Johnny Atkins

Home

(562) 939-0027

Cell

(562) 254-3160

GG. Sample Work Sheets (County of Los Angeles Project)

1. See following pages - sample tracking sheets

Work Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
General Maintenance												
1 Trash removal collection/disposal	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
2 Trim branches, trees, etc., for safety visibility	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
3 Visual/operational inspection of facility by Contractor	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
4 Walk-through inspection with County Representative	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
5 Walkways/play areas clean up	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
6 Inspect and maintain all surface drainage devices (V-ditches)	Monthly	Monthly	Monthly	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
7 Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
8 Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Turf Care												
9 Mowing & Edging	Every 2 weeks	Every 2 weeks	Every 2 weeks	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Every 2 weeks
10 Turf Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
11 Aeration - 1/2 lines"	--	--	Prior to Fertilization	--	--	--	--	--	Prior to Fertilization	--	--	--
12 Fertilization"	--	--	15th nitrogen after aeration	15th nitrogen	15th balanced	--	--	--	30th-balanced after aeration	30th nitrogen	30th nitrogen	--
13 Winter overseed-Vertical mow, overseed and top dress"	--	--	--	--	--	--	--	--	--	1st	--	--
14 Chemical weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
15 Usual Disease occurrence treatment"	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Ground Cover												
16 Inspect/clean ground cover beds	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
17 Edging	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
18 Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
19 Annual color plants	--	--	Replace	--	--	Replace	--	--	Replace	--	Replace	--
20 Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
21 Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
22 Fertilization - Balanced"	--	--	X	--	X	--	--	--	As Needed	As Needed	As Needed	As Needed
23 Renovation - If needed"	--	15th	X	--	--	--	--	--	X	--	--	--

Work Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Shrubs and Vines												
Check for damage/special needs to maintain in healthy condition	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Pruning for shape, appearance & Roses (January only)	As Needed (Roses)	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director
Fertilization - Balanced	---	---	X	X	---	---	---	---	X	---	---	---
Trees												
Fertilization	---	---	X	---	X	---	---	---	X	---	---	---
Check for damage/special needs to maintain in healthy condition	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Check/adjust tree stakes ties/guys	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Preventative Diseases Control: Olea Europe (OE), Pyrus Kawakami (PK), Pinus (P)		PI	PI	OE, PI	15th-OE					PK	15th-PK	

SAMPLE

Society Maintenance Tasks.

Yearly Maintenance Program

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
VERTICUTTING Removal of thatch in preparation of over-seeding				1 st week Blue-grass					3 rd week Ber-muda			
WINTER OVERSEEDING Grass seed as specified by City 8 lbs./1000 sq. ft.										verti-cutting		
AERIFICATION All turf areas, 1/2 x 2 cores with 6" spacing and followed up with drag to break up.				1 st week					1 st week			
FERTILIZATION See Fertilization Schedule Chart A. (T=turf; S=slope, shrub and groundcover.)	1 st week T	1 st week T	1 st week S	1 st week T		1 st week T, S		1 st week T	1 st week S	after verti-cutting T		1 st week T
POST EMERGENT WEED CONTROL Broadleaf weeds chemically controlled with selective herbicide as agreed upon by City and contractor.			3 rd week		3 rd week		-----as needed-----					
PRE-EMERGENT WEED CONTROL Crabgrass control with pre-emergent herbicide as agreed upon by city and contractor		1 st week				1 st week						
TREE PRUNING Evergreen and deciduous trees pruned one time per year or as needed - review of operation required prior to commencement of pruning.			-----as needed-----								decidu-ous & ever-green	
OPEN SPACE AREAS Cutting back noxious weeds, etc. to 6" above ground level.	1 st week			1 st week						1 st week		

FACILITY: _____

MONTH OF _____

PURCHASE ORDER NO. _____

	Week 1 to					Week 2 to					Week 3 to					Week 4 to					Week 5 to				
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
Mow																									
Edge-Mechanical																									
Edge-Chemical																									
Turf Maint.																									
Irrigation																									
Fertilization																									
Land. Maint.																									
Facility Maint.																									
Irrigation																									

OPTIONAL WORK

Additional Mow																									
Additional Edge																									
Grass Pick Up																									
Dethatch																									
Broadleaf Pre- emergent																									
Crabgrass Pre- emergent																									
Fungicide Control																									

Submitted by: _____

Date: _____

The above scheduled work was _____ was not _____ performed satisfactorily and in accordance with contract specifications.

Comments: _____

Approved by: _____

INSPECTOR

Date: _____

Irrigation Tracking Sheet

Controller No.: _____
Location: _____
Area of Operation: _____

Name: _____
Date: ____/____/____
Day: _____
Vehicle #: _____

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
OK																								
Head Broken																								
Plugged Nozzle																								
Adjust Head																								
Low Head																								
Broken Lateral																								
Solenoid																								
Valve																								
Diaphragm																								
Other																								

Landscape Condition

Good																								
Fair																								
Poor																								
Too Wet																								
Stress																								

SAMPLE

Controller Program	Yes	No	Comment
Recommended ET Schedule			
Independent Program			
Log Update & Complete			
Meter No.:	Meter Reads:		
Meter No.:	Meter Reads:		

Quantity	Materials Used

WEEKLY MAINTENANCE REPORT

Landscape Maintenance Description	Day of Week	Fertilizer Used/Frequency	No. of Personnel	Type of Work	Current Work	Make-up Work
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

SAMPLE

Report Comments: _____

**PARK INSPECTION PROGRAM AND SERVICE
(P.I.P.S.)**

CONTRACT:	PARK:
CONTRACT REP:	INSPECTOR:
WEEK ENDING:	INSPECTOR SIGNATURE:

DAILY TASKS	MON	TUES	WED	THURS	FRI
Graffiti Removal					
Litter/Debris					
Sand Areas Clean					
Sweeping					

WEEKLY TASKS	STATUS*	DATE	MONTHLY TASKS	STATUS*	DATE
Mowing:			Irrigation Survey:		
Mechanical Edging:			Clearance Tree Pruning:		
Sweeping/Blowing:			Mechanical Detailing:		
Walks			General Turf Area		
Courts			Sports Turf/Infields		
Shelters			Deep Cushion/Play Area		
Patios			Raking		
Bleachers			Chemical Edging		
Drinking Fountain Pads			Chemical Detailing		
Parking Lot/Roadways			Clear Irrigation Heads		
Picnic Tables			Chemical Weeding:		
Washing:			Ground Cover		
Walks			Shrub Beds		
Courts			Bare Areas		
Shelters			Hardscape/Sidewalks		
Patios			Roadways		
Bleachers/Hardscape			Parking Lots		
Picnic Tables			Rodent Control		
Park Bench			Fencing/Backstops		

SAMPLE

QUARTERLY TASKS	STATUS*	DATE
Hedge Trimming:		
Shrub Pruning:		

STATUS

A = ACCEPTABLE N = NOT ACCEPTABLE N/A = NOT APPLICABLE

Weekly Inspection Sheet

Location: _____ Date: _____

Hazardous Conditions ☐

Overall Condition:

Turf

Trees

Beds

Picnic Facilities, Restrooms

Other: _____

Good

Fair

Needs

Work

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Corrections Needed: _____

Weekly Inspection Sheet

Location: _____ Date: _____

Hazardous Conditions ☐

Overall Condition:

Turf

Trees

Beds

Picnic Facilities, Restrooms

Other: _____

Good

Fair

Needs

Work

SAMPLE

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Corrections Needed: _____

COUNTY OF LOS ANGELES
LABOR-PAYROLL RECORD KEEPING
Questions and Answers

United Pacific Services

1. Where do employees report to work at the beginning of their shift?

Some of our employees report to our operational facility located in the City of South Gate at 5529 Leeds Avenue. They report at 7:00 a.m. and generally return between 4:00 p.m. and 5:00 p.m. They also have the choice of meeting at the job site. Which ever location is closest to their home.

2. When does Vendor consider the employees' shift to have started? At a central site or upon arrival at the work location?

If our employees are loading equipment or driving our trucks we start their time from the minute they arrive at our facility until they drive our equipment and/or trucks back to our facility.

If the employee reports to the job site (they drive their own vehicle) then we start paying them from the minute they arrive at the job site until they leave the job site.

If we experience rainy weather and we cannot work that day we still pay our employees a two hour minimum providing they show up at our main office facility in South Gate.

3. How does Vendor know employees actually reported to work and at what time?

We have a Crew Foreman that monitors the daily hours worked by each of our employees. At the end of the week he goes over the daily hours worked by each employee before he turns it in to the main office.

4. What records are created to document the beginning and ending times of employee's actual work shifts?

We have daily work sheets that reflect the hours worked by each employee and those are turned in at the end of the week.

5. What happens to these records?

At the end of the week the payroll reports are given to our main office in order to process weekly payroll checks.

Our payroll checks are prepared and processed weekly by the Intuit Payroll company.

6. Who checks the payroll records and what are they checking for?

Payroll records are checked before we turn the hours over to the Intuit Payroll company for any possible mistakes. We check overtime hours and any missed days of work. Most of the time our employees work a 40 hour week. If in the event an employees has less then forty hours in any one week we check with the Crew Foreman in order to verify the weekly payroll report he submitted to the office.

- 7. Are they used as a source document to create Vendor's payroll? Provide a copy of these records.**

All weekly payroll records are saved in a 3-ring binder and labeled for by the month and year. We use these as a source document to create our payroll (see enclosed sample of weekly payroll report - following page)

- 8. How does Vendor firm know that employees take mandated breaks and meal breaks (periods)? Does Vendor maintain any written supporting documentation to validate that the breaks actually occurred? If so who prepares, reviews, and approve such documentation?**

Our employees take two 15 minute breaks and a one-hour lunch each day. This allows our crew sufficient time to buy a hot lunch and return to the job site. The weekly payroll reports are checked by the assigned crew foreman with each crew. Generally we have from four to six employees working with each crew.

- 9. How are Vendor's employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?**

We pay our employees by a weekly payroll check that is prepared by the Intuit Payroll company. This check documents their overtime hours, hours worked that week and the total hours and payroll received for the year. Our payroll checks are prepared by an automated check paying service that automatically deducts all payroll taxes both federal and state. They also make weekly automatic withdrawals from our payroll account and the pay all federal and state taxes on a weekly bases.

- 10. If Vendor uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and Vendor's standard rate for the other non-County work), how does the automated payroll system calculate total wages paid?**

Most of our employees earn higher wages then the County's Living Wage rate. At the current time we are working on various County contracts that require the County's Living Wage rate. In order to stay in compliance with the rate we increased the payroll rate we are currently paying to any employee earning less then the County's Living Wage rate. All of our employees are earning an hourly rate that at minimum meets the same rate and most of the time is considerably higher

then the County's Living Wage rate for all governmental contracts including various cities and other counties.

- 11. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how Vendor calculates the day's wages for each situation.**

No employee earns less than the County's Living Wage rate, in fact most of our employees earn more than the County's Living Wage rate. Therefore, we are able to pay the same hourly rate during the work day even though we might work at various locations other than for the County of Los Angeles. We pay overtime for any hours worked in excess of eight hours per day or for any hours worked in excess of forty hours per week. This includes driving time from our office to the job site.

DATE: 2-20-2005

Payroll Report

Week of: 1-12-17-2005

DATE: Dec	Total Hrs.	Mon	Tue	Wed	Thu	Fri	Sat
1 Alvarez, Gustavo	32						
2	40						
3 Castaneda, Hector	43						
4 Castaneda, Jorge	24						
5 Castro, Alejandro	49	8.5	8.5	5	8.5	8.5	6.5
6 Chavez, Filmon	40	8	8	8	8	8	
7 Chavez, Regal	40	8	8	8	8	8	
8	40	a	c	i	n		
9 Coherzittia, Esteban	40	8	8	8	8	8	
10 Coherzittia, Mauricio	45						
11 Delgado, Conrado	40	4	8	8	8	8	
12 Gaona, Jorge	40	8	8	8	8	8	
13 Gaona, Luis	49	4	8	8	8	8	6.5
14 Gaona, Victor	40						
15	40						
16	40						
17 Gomez, Elpidio	40	a	c	i	n		
18	40	8	8	8	8	8	
19 Guevara, Enidilo	42	8	8	9	9	8	
20 Guevara, Wilfredo	42						
21 Gutierrez, Anthony	40						
22	46	4	8	8	8	8	6
23 Hernandez, Atanacio	40	8	8	8	8	8	
24 Hernandez, Jesus Jr.	53						
25 Hernandez, Jesus	40						
26 Hernandez, Roberto	40						
27 Luna, Bertha	40						
28	46	8	8	4.5	8	8	6
29 Mendez, Eduardo	46	8	8	4.5	8	8	6
30 Mendez, Guillermo	46	8	8	4.5	8	8	6
31 Padilla, Luis	40	8	8	8	8	8	
32 Pena, Gustavo	40	8	8	8	8	8	
33 Ponce, Walter	9						
34 Quintero, Miguel	40	8	8	8	8	8	
35	46						
36	40						
37 Soza, Lorenzo	46	4	8	8	8	8	6
38	40	8	8	8	8	8	
39	40	a	c	i	n		
40	46	4	8	8	8	8	

10x50

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, Eric L. Franklin, Vice President
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by United Pacific Services, Inc. on the South Area Landscape Maint.;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the 2nd day of January 2006, and
(Calendar day of Month) (Month and Year)
ending the 8th day of January 2006 all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of United Pacific Services, Inc.
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

- ☒ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Eric L. Franklin Vice President

Owner or Company Representative Signature:

Eric L. Franklin

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

CITY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

NOTE: Paid Holiday 01/02/06 - 8 Hours

<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR		CONTRACT NO.: 76407
NAME: United Pacific Services, Inc.		TYPE OF SERVICE: Landscape Maintenance Services, Inc.
ADDRESS: 120 E. La Habra Blvd., Suite 107, La Habra, CA 90631-2310		WORK LOCATION(S): South Area
CONTACT PERSON: Eric Franklin		PAYROLL PERIOD (Beginning and end dates): 1/02/08 - 1/08/08

[illegible][illegible]

NAME / ADDRESS	Last 4 digits SSA	Position Title	DAY AND DATE																DEDUCTIONS					Total Deduct	Net Wages				
			1		2		3		4		5		6		7		8		9		Total Hours	Pay Rate	Gross			Fica	W/Hold Tax	Health Ins.	ADV.
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31											
Luis Geona 12145 Nava Street Norwalk, CA 90660	0911	Groundman	<input checked="" type="checkbox"/> Full																		8	12.50	687.50	58.10	52.47		50.00	160.57	526.93
			<input type="checkbox"/> Part																										
			Health Ins.																										
			<input type="checkbox"/> Yes																										
			Malibu																										
		OT																											
		OT																											
		Other Job																											
		OT																											
																					24	12.50							
																					10	18.75							

[illegible]

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, Eric L. Franklin, Vice President
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by
United Pacific Services, Inc. on the Malibu Landscape Maint. Sewer District :
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the 2nd day of January 2006, and
(Calendar day of Month) (Month and Year)
ending the 8th day of January 2006 all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or
indirectly to or on behalf of United Pacific Services, Inc.
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in
directly from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as
amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

- ☒ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

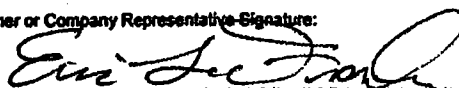
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Eric L. Franklin

Vice President

Owner or Company Representative Signature:



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

UNITED PACIFIC SERVICES, INC.



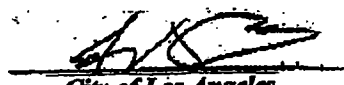
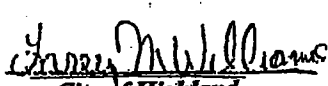
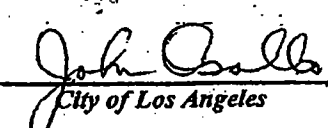

EVALUATION REPORT

January of 2004

SIX GOVERNMENTAL SIGNATURES

The following Governmental agencies were asked to evaluate United Pacific Services overall performance. This evaluation is based on past and current contracts either completed or in progress. It is based on the following: Poor = 2 Fair = 4 Satisfactory = 6 Good = 8 Excellent = 10

Signed Signatures:

	2 Poor	4 Fair	6 Satisfactory	8 Good	10 Excellent
Oscar De Leon, (562) 570-4886  City of Long Beach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Saeed Samie, (805) 857-7072  State of California	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gary Striker, (310) 732-3890  City of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Larry Williams, (909) 864-8732  City of Highland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
John Osollo, (310) 732-3946  City of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dave Brackin, (909) 387-4043  County of San Bernardino	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

City Endorsement Signatures
Gus K. Franklin

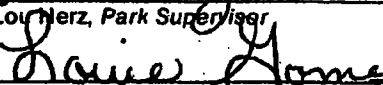
To whom it may concern:

During the past twenty-five years I supervised the completion of over \$40,000,000 in contracts for more than sixty southern California municipalities. During this same period of time I supervised and completed numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, San Diego and Los Angeles. I am recognized in California as one of the foremost contractors in the performance and completion of Governmental Tree Maintenance and Green Waste Recycling contracts. I am the founder and former owner of *United Pacific Corporation* and *TransPacific Environmental Incorporated*. Upon my request the following city officials recognized by accomplishments and outstanding performance in the organization, direction, supervision and completion of their contracts by their signed endorsements below:

Respectively:

1. CITY OF GARDEN GROVE
2. CITY OF YORBA LINDA
3. CITY OF CARSON
4. CITY OF SANTA ANA
5. CITY OF LYNWOOD
6. CITY OF FOUNTAIN VALLEY
7. CITY OF LA HABRA
8. CITY OF LOS ANGELES
9. CITY OF FULLERTON
10. CITY OF WHITTIER
11. CITY OF PARAMOUNT
12. CITY OF SAN FERNANDO
13. CITY OF SO. EL MONTE
14. CITY OF BUENA PARK


Lou Herz, Park Supervisor


Louie Gomez, Street Superintendent


Howard Homan, Park Director


Clint Jones, Tree Supervisor


Don Snavelly, Park Director

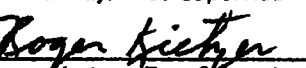

Dave Christenson, Tree Supervisor


Manuel Torres, Tree Supervisor



Neil Denering, Street Tree Superintendent


Kathy Greco, Park Co-ordinator


Emmitt May, Tree Supervisor


Roger Kretzer, Tree Supervisor


Dave Salabar, Street Superintendent


Ke Ito, Park Supervisor


Gordon Smith, Tree Supervisor

City of
HIGHLAND
Inc. 1987



January 17, 2005

27215 Base Line
Highland, CA 92346
(909) 864-8861
FAX (909) 862-3180
www.ci.highland.ca.us

City Council

Mayor
Ross B. Jones

Mayor Pro-Tem
Larry McCallon

City Liburn
Jo Scott
John P. Timmer

City Manager
Sam J. Racadio

Mr. Gus Franklin
United Pacific Services, Inc.
1740 North Hills Drive
La Habra, CA 90631

Dear Gus and Staff:

On behalf of the City of Highland residents and staff, I would like to extend our sincere appreciation to United Pacific for the excellent work they have done in weed abatement and tree trimming services for the City. Also, for the services at no cost performed at City Hall and on City owned properties totaling over \$6,000.00 in value.

The most recent "skinning" of the trees at City Hall has enhanced the entire property and gives the landscaping a more formal appearance.

Thanks again for your generous gift and we are proud to have you as part of our team.

Sincerely,

Sam Racadio
City Manager

cc: City Council
L. Williams, Public Works Manager
E. Wong, Public Works Director/City Engineer

H:\LW\United Pacific\011705.wpd

101

800 PM 'N' Blvd

Post Office Box 700

January 12, 2004

Wilmington, CA 90748-0700

TEL 310 732-3550

Fax 310 884-0640

www.portoflosangeles.org



James E. Hays, Mayor
City of Los Angeles

Board of Harbor
Commissioners

Richard G. Smith, President

A. Vice President

James E. Arnold

Carole E. Ford

Thomas H. Warren

Larry A. Foster
Executive Director

To Whom It May Concern

RE: LETTER OF RECOMMENDATION - UNITED PACIFIC SERVICES, INC.

United Pacific Services, Inc. is currently under contract to the City of Los Angeles, Harbor Department, for tree trimming, removal, and planting. Because of the excellent service received from this company, we renewed their agreement for a second year.

The employees at all levels have been responsive and professional. As a result of their knowledge and experience, our trees are in better condition than they ever have been.

If you have any question, please feel free to contact me at (310) 732-3399.

Very truly yours,

GARY STRIKER
Park Maintenance Supervisor
Port Construction and Maintenance

GS:sh



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE

2700 Studebaker Rd. Long Beach Ca. 90815 (562) 570-3100 Fax (562) 570-3108

MAINTENANCE OPERATIONS

January 12, 2004

Matt Earle
Contract Administrator
City of San Diego
P.O. Box 120488
San Diego California 92112-0488

Dear Mr. Earl

United Pacific Services has been the tree-trimming contractor for Queensway Bay, the "Jewel" of Long Beach, for the last 3 years. They are very professional, working safely and leaving the job site clean. I have no problem recommending them fully.

If you have any further questions feel free to call me at 562-570-1592.

Sincerely,

Oscar De Leon
Contract Monitor
Queensway Bay

LAND USE SERVICES DEPARTMENT

COUNTY OF SAN BERNARDINO
ECONOMIC DEVELOPMENT
AND PUBLIC SERVICES DEPARTMENT



ENFORCEMENT DIVISION — FIRE HAZARD ABATEMENT
401 North Arrowhead Avenue, First Floor • San Bernardino, CA 92416-0100 • (909) 387-4123
Fax (909) 387-4243

MICHAEL E. HAYS
Director

January 12, 2004

United Pacific Services, Inc.
1740 North Hills Drive
La Habra, Ca. 90631
Attn: Mr. Gus Franklin

Mr. Matt Earl
Contract Administrator
Port of San Diego

This letter is intended to affirm the excellent service that United Pacific Services provided, under a Request for Proposal process, for the County of San Bernardino on the range of the various fire hazard abatement activities. Their length of service was from September 2000 to August 2002. During this period their responsiveness to inquiry and provision of the men and materials needed to efficiently and effectively address all work assignments was exemplary. Their professionalism was of such high caliber that we utilize their performance as a yardstick to measure others that have followed in the same form of work provision.

I highly recommend this firm, with no reservations. Should you have further inquiry into more specific detail of our relationship, I invite contact to me at (909) 387-4043.

Sincerely,

David Bruckin
David Bruckin
Abatement Supervisor

JOHN MICHAELSON
County Administrator Office

JAN H. GOS
County Administrator
County Clerk
County Clerk

Board of Supervisors
BILL PISTONIUS .. First District
PAUL HANE .. Second District
DENNIS HANDELHOFER .. Third District
FRED AGUIAR .. Fourth District
LARRY EAVEN .. Fifth District

City of
HIGHLAND
Inc. 1987



January 9, 2004

7215 Base Line
Highland, CA 92346
(909) 864-6861
(909) 862-3180 FAX
www.ci.highland.ca.us

City Council

Mayor
David Sundquist

Mayor Pro-Team
Gary Rucker, Jr.

City Manager
John Timmer

City Manager
Sam J. Racadio

To Whom It May Concern:

United Pacific Services, Inc. has provided contract tree trimming/removal services for the City of Highland since April 2001. Mr. Gus Franklin, owner of United Pacific Services has been affiliated with the City and its tree trimming program since March of 1995. Mr. Franklin was very instrumental in assisting the City with our tree trimming orders, recommendations on removals, and has excellent public relations skills with residents.

The City competitively bids its tree trimming services on an annual contract with five one-year renewal clauses. In 2001 the City rebid the contract and Mr. Franklin, d.b.a. United Pacific Services, Inc. was again awarded the contract and the City has subsequently renewed it annually. The City has had a very positive working relationship with Mr. Gus Franklin and his staff for several years.

If you need any additional information please feel free to contact me at (909)864-8732 extension 216.

Sincerely,

Larry M Williams
Public Works Manager

United Pacific Services Inc.

Member
is a recognized member
in good standing during

2006

Barbara D. Alvarez

President

Sharon McGuire

Executive Director



MEMBERSHIPS





State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



790590

License Number

Entity **CORP**

UNITED PACIFIC SERVICES INC

Business Name

Classification(s) **C27 C61/D49**



Expiration Date **01/31/2007**

State of California

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

UNITED PACIFIC SERVICES INC

to engage in the business or act in the capacity of a contractor in the following classification(s):

C17 - LANDSCAPING
D49 - TREE SERVICE
H1C - HOME IMPROVEMENT CERTIFICATION

Witness my hand and seal this day,

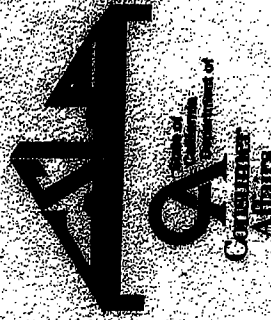
January 30, 2001

Issued January 29, 2001

Signature of Licensee

[Signature]

Signature of License Qualifier



[Signature]
James Goldstene
Interim Registrar of Contractors

790590

License Number

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



State of California

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

GLIS KIT FRANKLIN

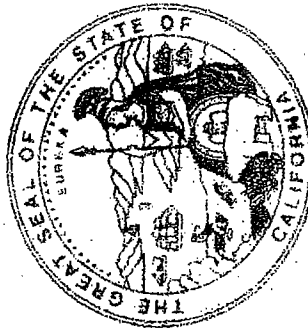
to engage in the business or act in the capacity of a contractor
in the following classification(s):

D49 - TREE SERVICE

Witness my hand and seal this day,

August 18, 1994

Issued August 17, 1994



Glis Kit Franklin
Signature of Licensee
Glis Kit Franklin
Signature of License Qualifier

John Peterson
Acting Registrar of Contractors

694543

License Number

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

Certified Arborist/Utility Specialist

International Society of Arboriculture



Eric Franklin

Having successfully completed the requirements of the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist/Utility Specialist



[Signature]

Executive Director
International Society of Arboriculture

WE-2158AU

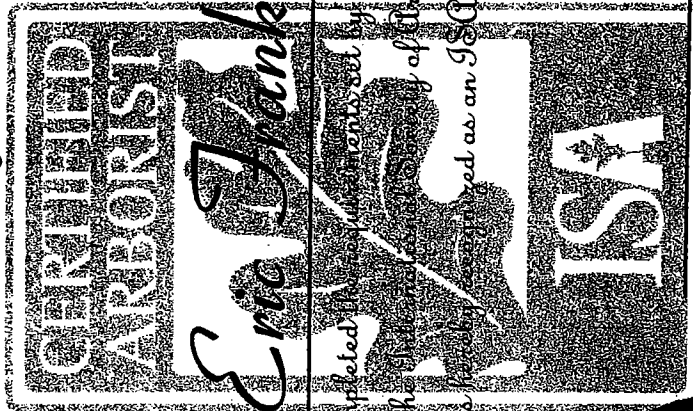
Certificate Number

6/30/2007

Expiration Date

Certified Arborist

International Society of Arboriculture



Eric Franklin

Having successfully completed the requirements of the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist



[Signature]

Executive Director
International Society of Arboriculture

WE-2158AU 6/30/2007
Certificate Number Expiration Date

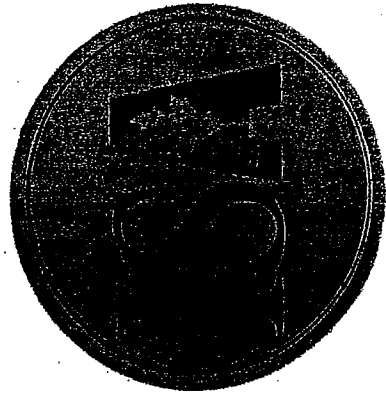
Certified Arborist

International Society of Arboriculture



Jack Mooring

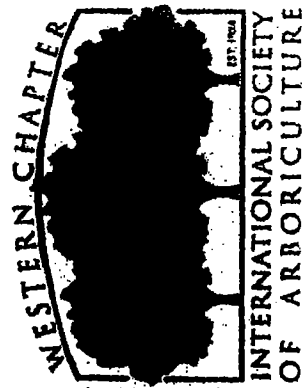
Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist



[Signature]

Executive Director
International Society of Arboriculture

WE-0905A 6/30/2007
Certificate Number Expiration Date



Certified Tree Worker
International Society of Arboriculture
Western Chapter

This is to Certify that

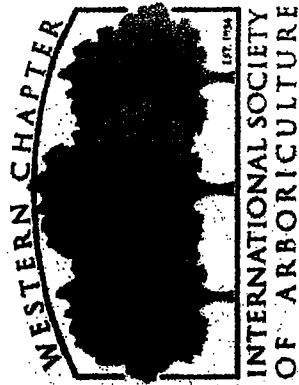
Jose Torres

Has completed the requirements for the Certified Tree Worker

Exam Date: 11/20/2004 Certified Tree Worker Number: 1601

Robert D. Jensen
Executive Director

Robert D. Jensen
President 2004/2005



Certified Tree Worker
International Society of Arboriculture
Western Chapter

This is to Certify that

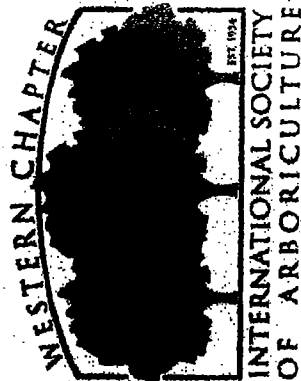
Luis Padilla

Has completed the requirements for the Certified Tree Worker

Exam Date: 1/15/2005 Certified Tree Worker Number: 1607

Robert D. Jensen
Executive Director

Robert D. Jensen
President 2004/2005



Certified Tree Worker
International Society of Arboriculture
Western Chapter

This is to Certify that

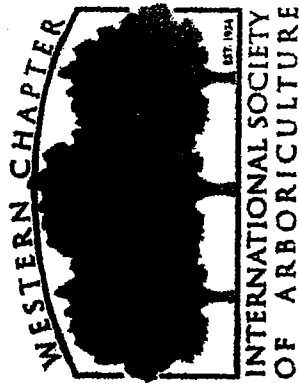
Gustavo Pena

Has completed the requirements for the Certified Tree Worker

Exam Date: 1/15/2005 Certified Tree Worker Number: 1608

Robert D. Jensen
Executive Director

Robert D. Jensen
President 2004/2005



Certified Tree Worker
International Society of Arboriculture
Western Chapter

This is to Certify that

Antonio Gomez

Has completed the requirements for the Certified Tree Worker

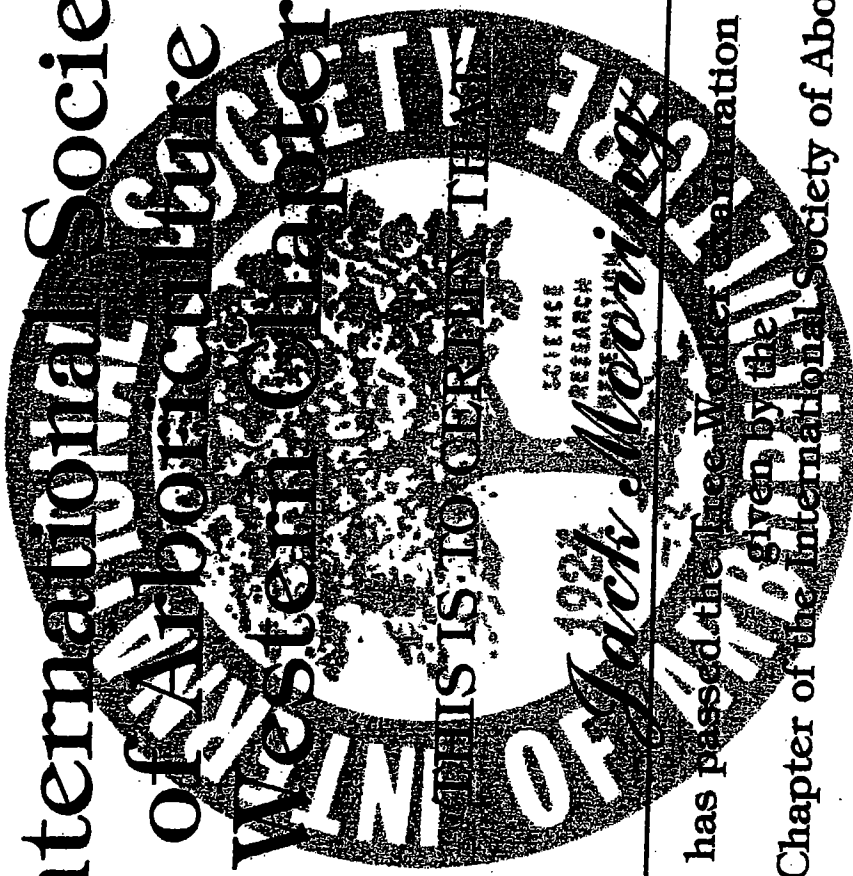
Exam Date: 4/16/2005 Certified Tree Worker Number: 1617

Robert D. Jensen
Executive Director

Robert D. Jensen
President 2004/2005

Certified Tree Worker

International Society of Arboriculture Western Chapter



has passed the Tree Worker Examination

Western Chapter of the International Society of Arboriculture

Date Passed: June 27, 1992

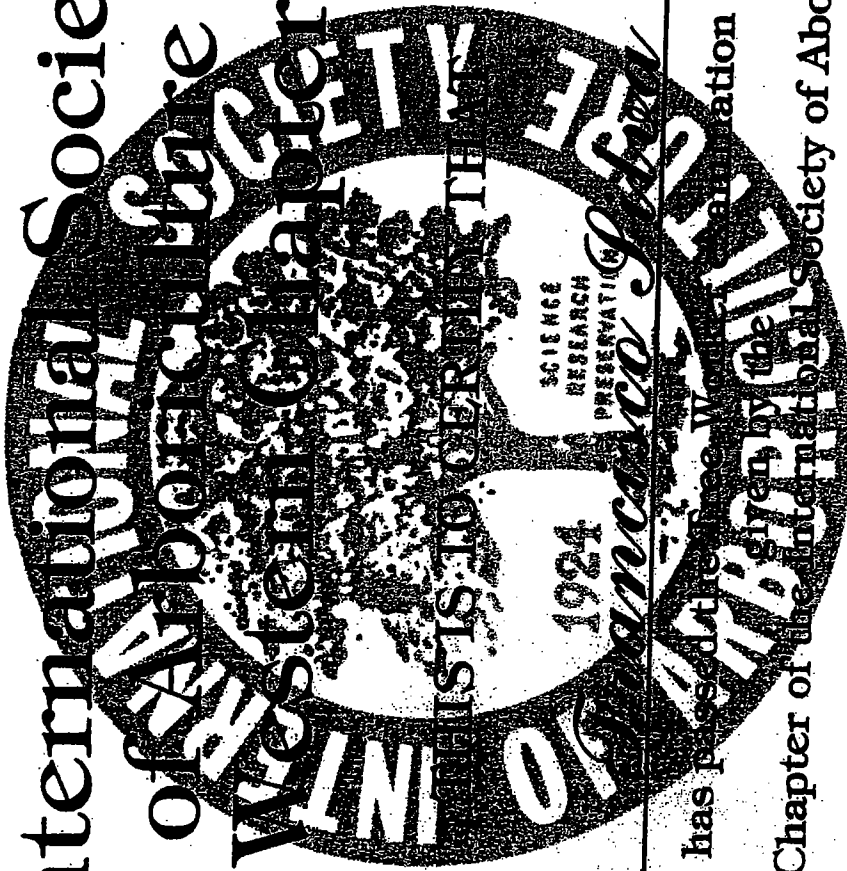
Tree Worker #403

Michael T. McHenry
Certification Committee

Ronald A. Morris
President

Certified Tree Worker

International Society of Arboriculture Western Chapter



has passed the Tree Worker examination

Western Chapter of the International Society of Arboriculture

Date Passed: April 17, 1993

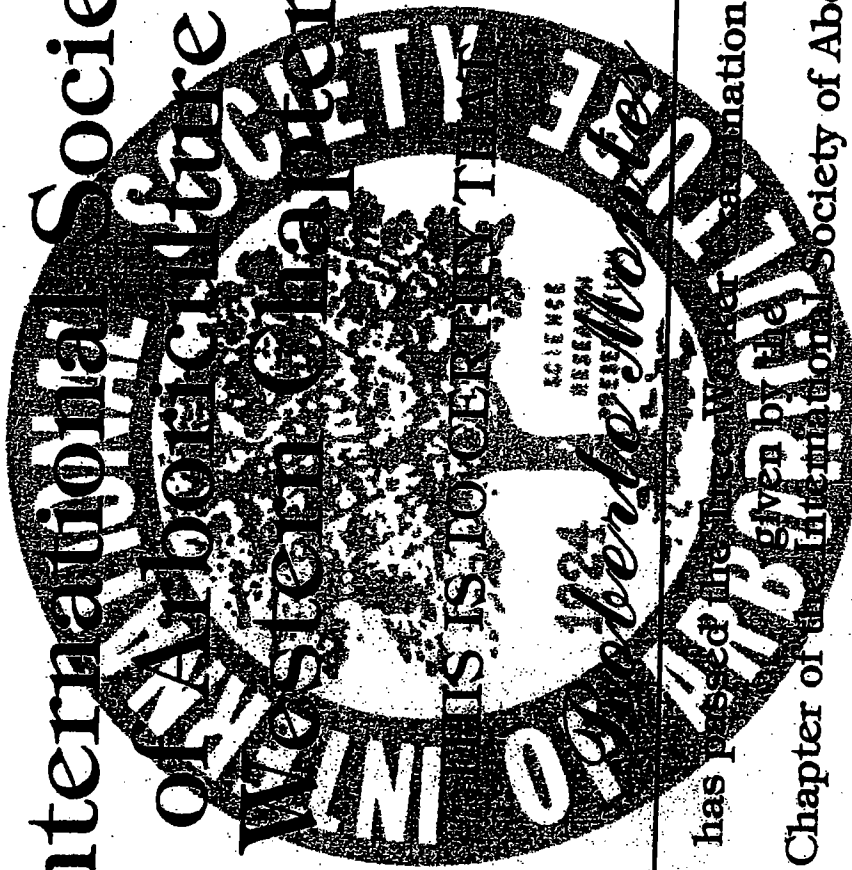
Tree Worker #525

Michael T. Anthony
Certification Committee

Ronald A. Morris
President

Certified Tree Worker

International Society of Arboriculture Western Chapter



has passed the Tree Worker examination

Western Chapter of the International Society of Arboriculture

Date Passed: April 17, 1993

Tree Worker #521

Michael T. Anthony
Certification Committee

Donald A. Morris
President

ACRT, Inc. Institute of Arboriculture and Urban Forestry

certifies that

Gus H. Franklin

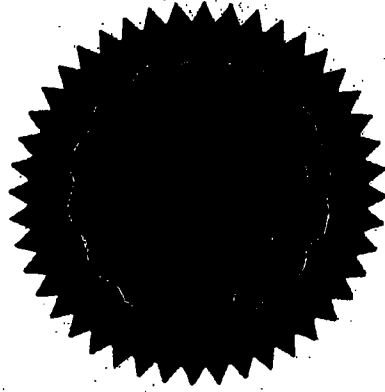
has satisfactorily completed the prescribed
requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

training and is granted this certificate of completion.

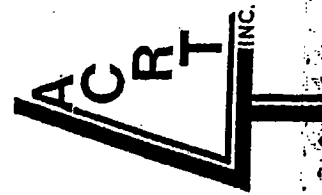
March 20, 1995

No. 03263



Lynn Knudsen
Training Administrator

Richard Elliott
Instructor



ACRT, Inc. Institute of Arboriculture and Urban Forestry
certifies that

Antonio Gomez

has satisfactorily completed the prescribed
requirements of the

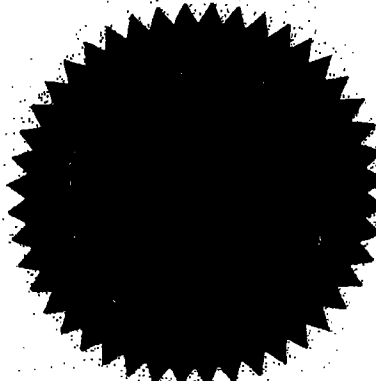
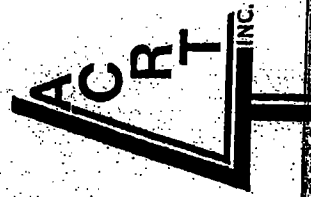
ELECTRICAL HAZARD AWARENESS PROGRAM

training and is granted this certificate of completion.
March 20, 1995

No. 03267

Lynn Kindsvatter
Training Administrator

Richard Elliott
Instructor



ACRT, Inc. Institute of Arboriculture and Urban Forestry

certifies that

Jack Mooring

has satisfactorily completed the prescribed
requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

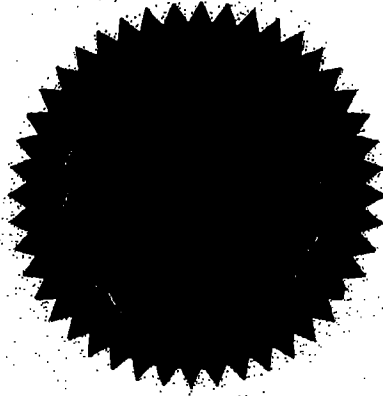
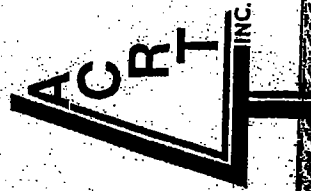
training and is granted this certificate of completion.

March 20, 1995

No. 03268

Lynn Kinchelovetter
Training Administrator

Richard Elliott
Instructor



ACRT, Inc. Institute of Arboriculture and Urban Forestry
certifies that

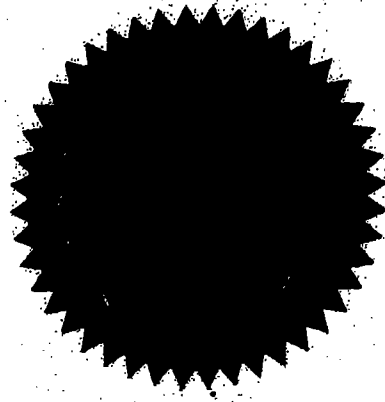
Eric Franklin

has satisfactorily completed the prescribed
requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

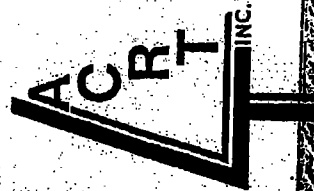
training and is granted this certificate of completion.
March 20, 1995

No. 03265



Lynn Kindsvatter
Training Administrator

Richard Elliott
Instructor



County of Los Angeles

No. 6010142

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2006

Name: UNITED PACIFIC SERVICES, INC. 562-691-4600
(TELEPHONE)
Address: 5529 LEEDS ST. SOUTH GATE CA 90280
(STREET) (CITY) (STATE) (ZIP)

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

(A) Residential, Industrial and Institutional
(B) Landscape Maintenance
(C) Right-of-Way
(D) Plant Agriculture
(E) Forest
(F) Aquatic
(G) Regulatory
(H) Seed Treatment

(I) Animal Agriculture
(J) Demonstration and Research
(K) Health Related
(L) Wood Preservatives (Subcategory of A and C)
(M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A)
(N) Sewer Line Root Control (Subcategory of A)
(Q) Maintenance Gardener



Agricultural Commissioner/Director of Weights and Measures
County of Los Angeles
Date: January 3, 2006

Agent: ERIC L. FRANKLIN
State Business License No. 04328-00000

Revised PUEa-05 (12-04)

LICENSE NO. .
04328 00000

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038



PEST CONTROL BUSINESS LICENSE

THIS LICENSE EXPIRES
December 31, 2007

UNITED PACIFIC SERVICES, INC.
5529 LEEDS ST
SOUTH GATE CA 90280

— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE.



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE
DATE OF ISSUE 01/01/2005 VALID THROUGH 12/31/2006

QL 35200 BC

ERIC L FRANKLIN
120 E LA HABRA BL STE 107
LA HABRA CA 90631



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



AGRICULTURAL PEST CONTROL ADVISER LICENSE
DATE OF ISSUE 01/01/2006 VALID THROUGH 12/31/2007

AA 03099 ABCDEG

HABIAN C TONA
1015 N DRESDEN ST
ANAHEIM CA 92801



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE
DATE OF ISSUE 01/01/2006 VALID THROUGH 12/31/2007

QL 39117 B

HABIAN C TONA
1015 N DRESDEN ST
ANAHEIM CA 92801

Certificate of Completion

*This is to certify that
Jose Torres
has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003
Instructor: Stan Klopfenstein*

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

*This is to certify that
Johnny Atkins
has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003
Instructor: Stan Klopfenstein*

C.M.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

*This is to certify that
Tony Gomez Jr.
has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003
Instructor: Stan Klopfenstein*

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

*This is to certify that
Enrique Gutierrez
has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003
Instructor: Stan Klopfenstein*

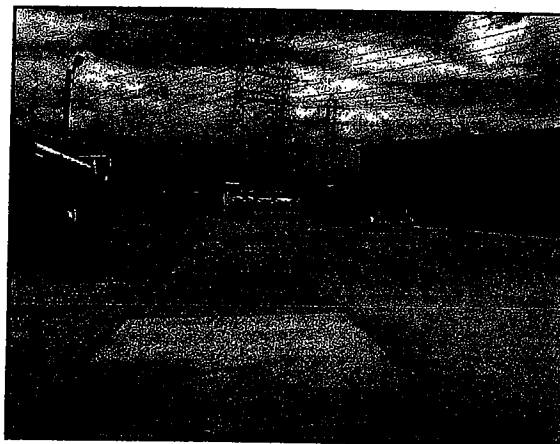
C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

UNITED PACIFIC SERVICES, INC.

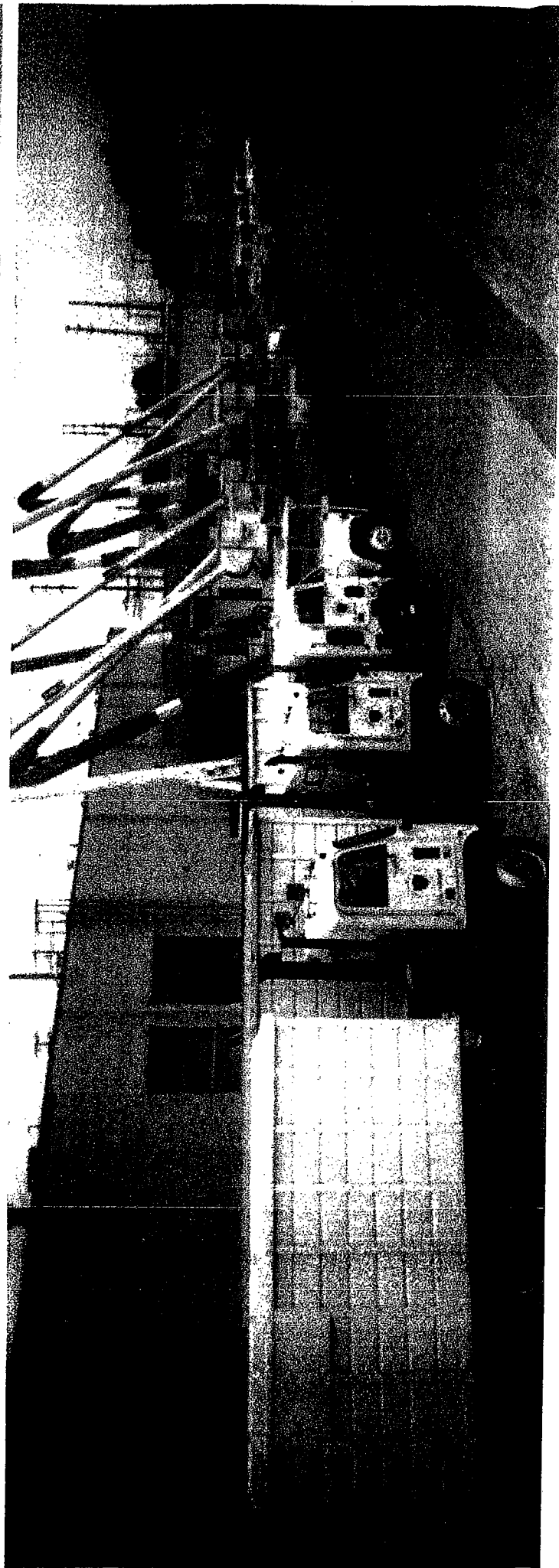
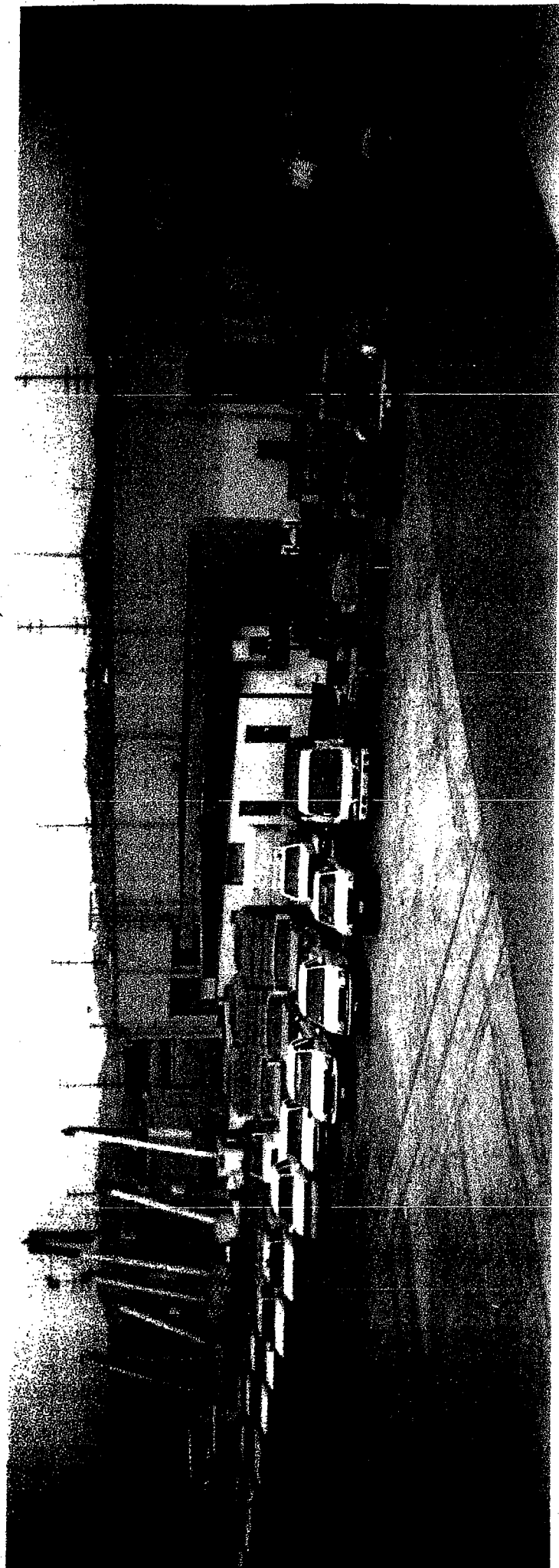
Equipment List

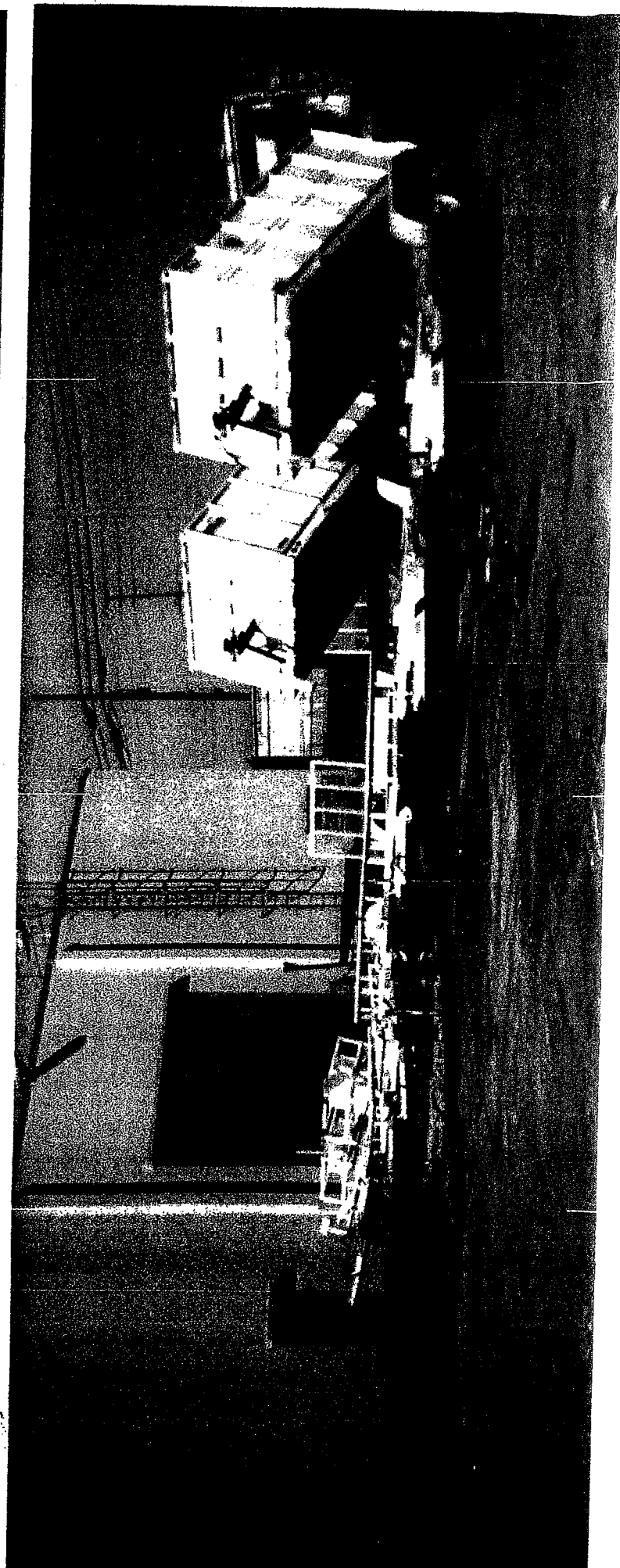
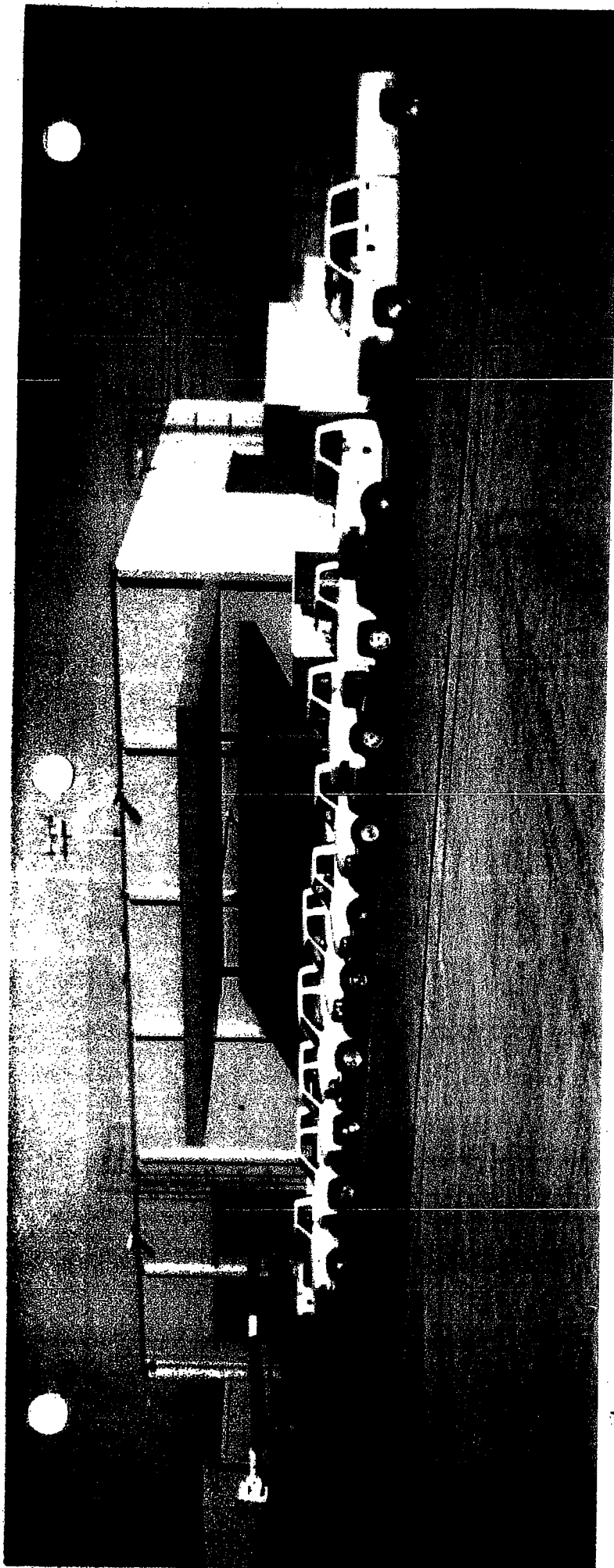
1. Two (2) Ford 1/2 ton Ranger P.U.'s - *year 2000*
2. Two (2) Chev 1 ton Crew Cabs / Utility beds - *year 2002*
3. Two (2) GMC 1 ton Dump trucks - *year 2003*
3. One (1) Ford 3/4 ton F250 P.U. - *year 2000*
4. One (1) Ford 1/2 ton F150 P.U. - *year 2001*
5. Two (2) Chev 3/4 ton 2500 P.U.'s - *year 1997*
6. One (1) Dodge 3/4 ton 2500 P.U. - *year 2003*
7. Six (6) 22' Consolidated roll-off containers - *year 2000*
8. Two (2) hydraulic dump trailers, 5 ton - *year 2000*
9. Four (4) transport flat bed trailers, 1 ton - *year 2000*
10. One (1) Heavy duty 20,000# tractor trailer "Big Tex" low bed - *year 2000*
11. Two (2) hydraulic reeving dumping systems - *year 2000*
12. Four (4) Aerial bucket trucks "Hi-Ranger" sixty foot - *year 1991 - 1996*
13. Two (2) Aerial bucket truck "Hi-Ranger" sixty-five foot - *year 2000*
14. One (1) Aerial bucket truck "Hi-Ranger" one hundred twenty-five foot - *year 1994*
15. Two (2) Aerial bucket trucks "Altec" fifty-five foot - *year 1989 - 1997*
16. One (1) 35' Aerial bucket truck - *year 1994*
17. One (1) "Altec" Aerial bucket truck / crane 75' - *year 1989*
18. Four (4) Dump "Chipper" trucks, Ford F450 one ton trucks from - *1991 to 1996*
19. Four (4) Dump trucks F700 from - *1991 to 1998*
20. Four (4) Roll-off trucks with new model 2000 dumping units from - *1984 to 1994*
21. Chain Saws, various sizes (100+) from - *year 2000 to 2001*
22. Four (15) Fifteen foot extension chain saws for special applications - *year 2000*
23. One (1) Scat track loader with grapple loader for brush / debris removal - *year 2000*
24. One (1) Scat track loader with grapple loader for brush / debris removal - *year 2002*
25. One (1) Chev one ton flat bed dump truck - *year 1986*
26. One (1) 3/4 ton Ford pick-up truck - *year 1990*
27. Seven (7) 22' roll-off containers - *year 1991 to 1998*
28. Two (3) Vermeer stump grinders - *year 1996 / 2003 / 2004*
29. One (1) Stump King stump grinder - *year 1986*
30. Fifteen John Deer weed-eaters heavy duty - *year 2000 to 2002*
31. One (1) John Deer tractor with roto-cutter - *year 2002*
32. Two (2) John Deer weed mowers, heavy duty - *year 2002*
33. One (1) 16' low bed transport trailer "Aztec" - *year 2002*
34. One (1) 10' low bed transport trailer "Big Tex" - *year 2002*
35. Two (2) JCB loader with grapple for brush removal - *year 2003*
36. One (1) GMC SUV 1/2 ton truck - *year 2003*
37. Four (4) GMC trucks - (2) ¾ ton crew cabs, (2) 5 ton 18' chipper trucks - *year 2004*
38. Five (5) 300 gallon to 500 gallon water trailers - *year 1999 to 2004*
39. Three (3) Vermeer whole tree chippers - *year 2001 / 2002 / 2004*

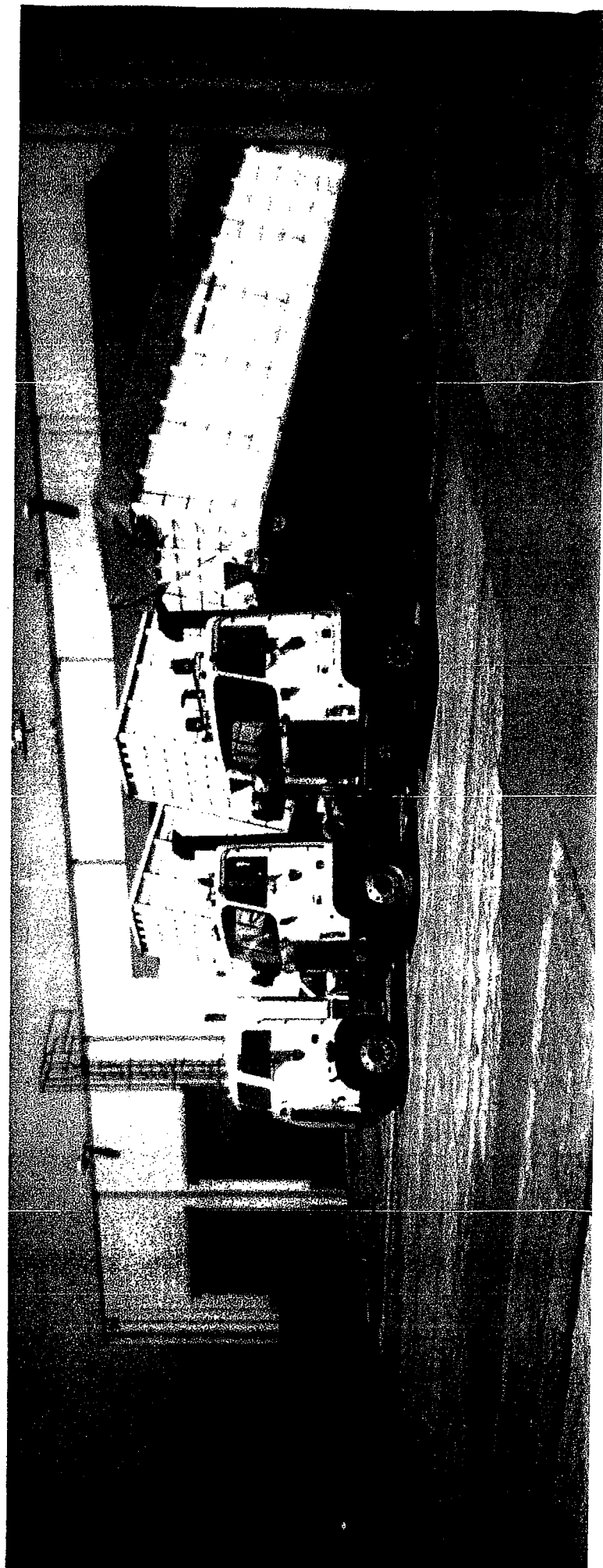
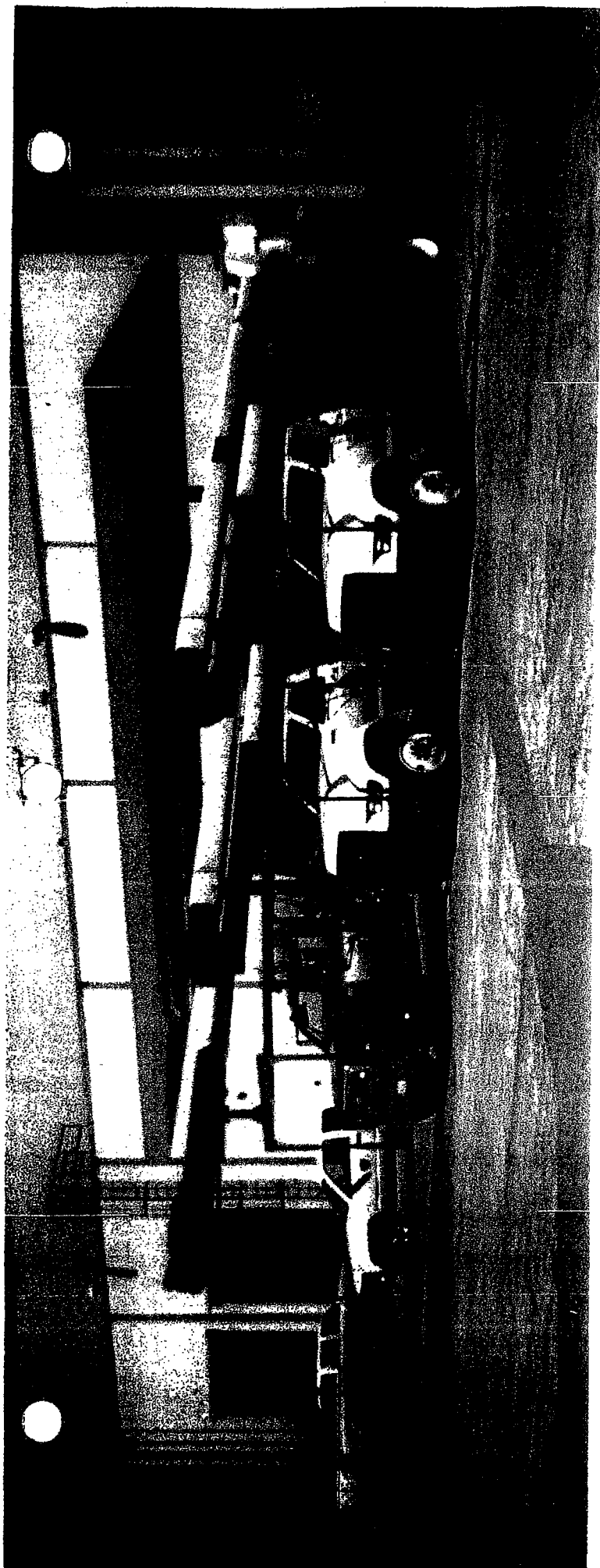
United Pacific Services, Inc.
Main Yard and Maintenance Facility



UNITED PACIFIC SERVICES, INC.

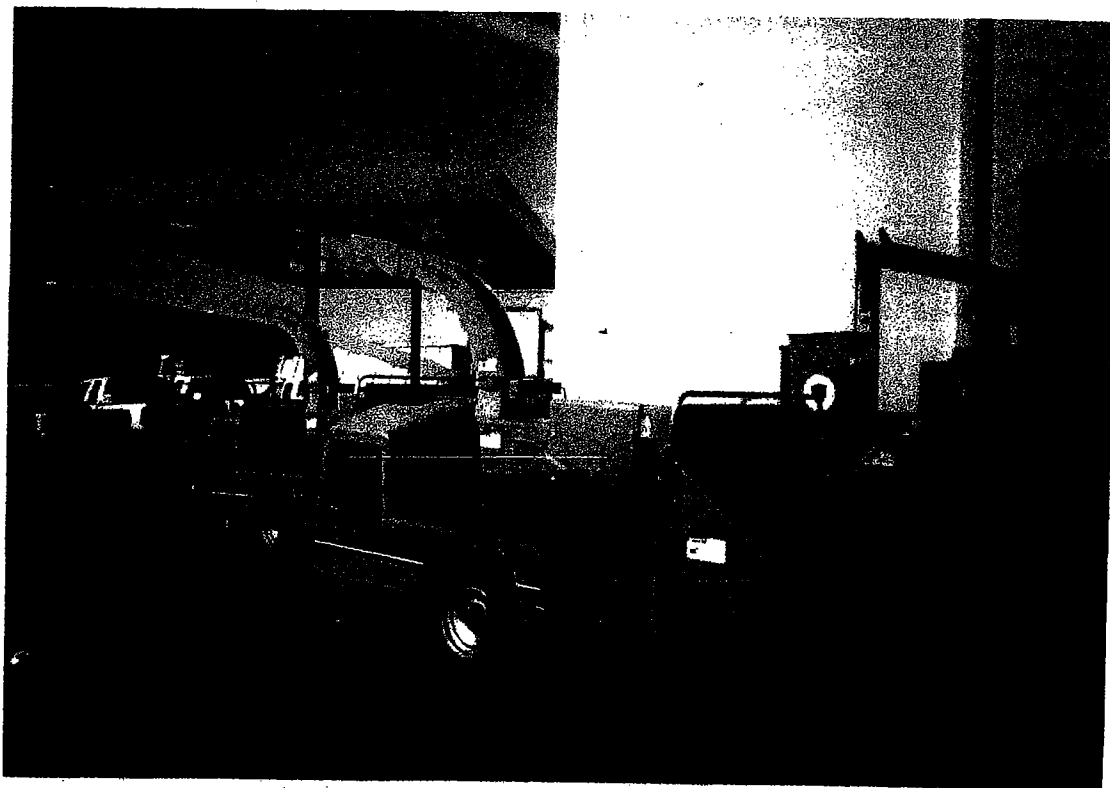
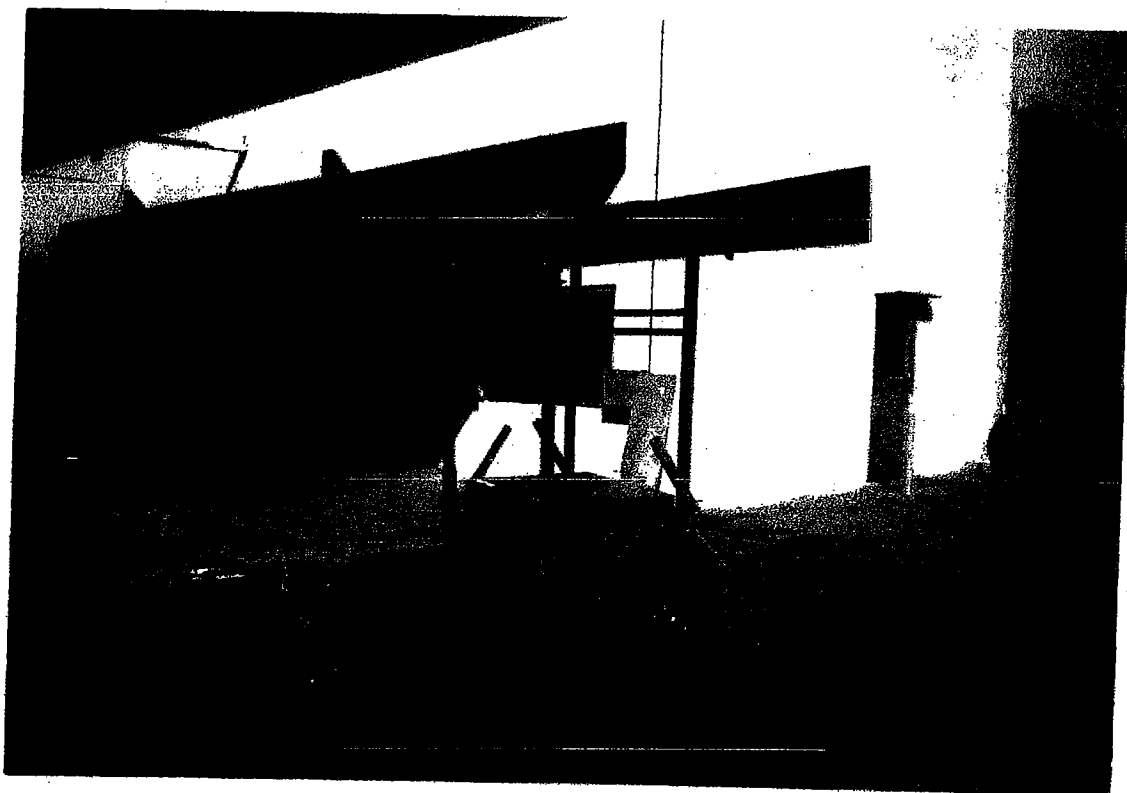






UNITED PACIFIC SERVICES, INC.

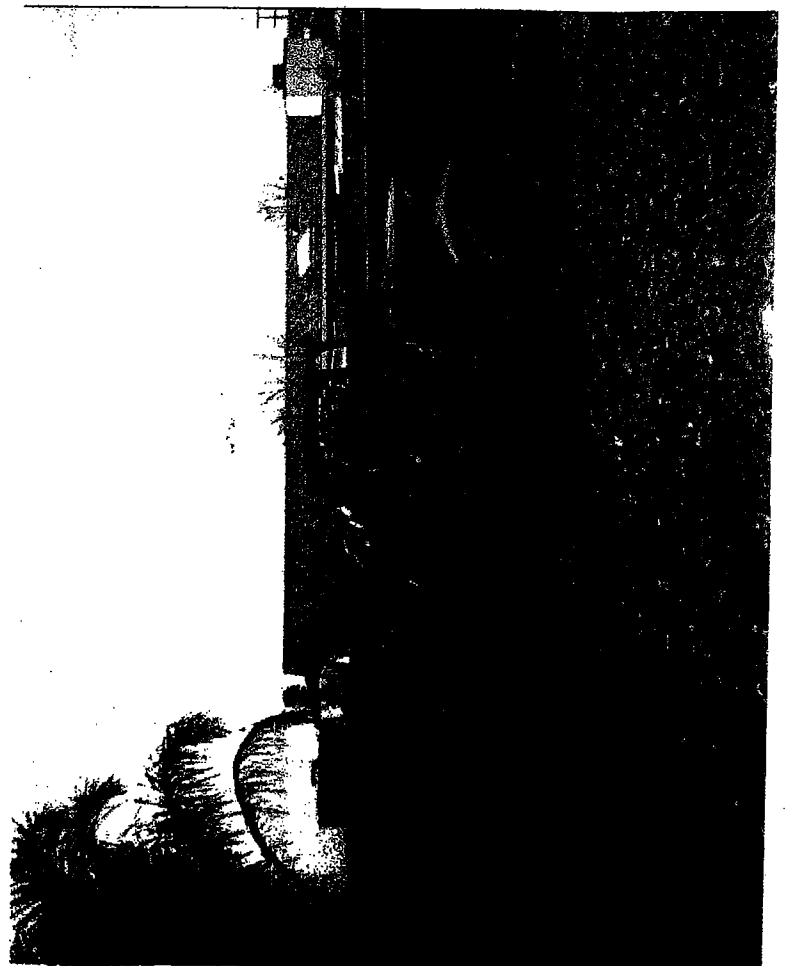
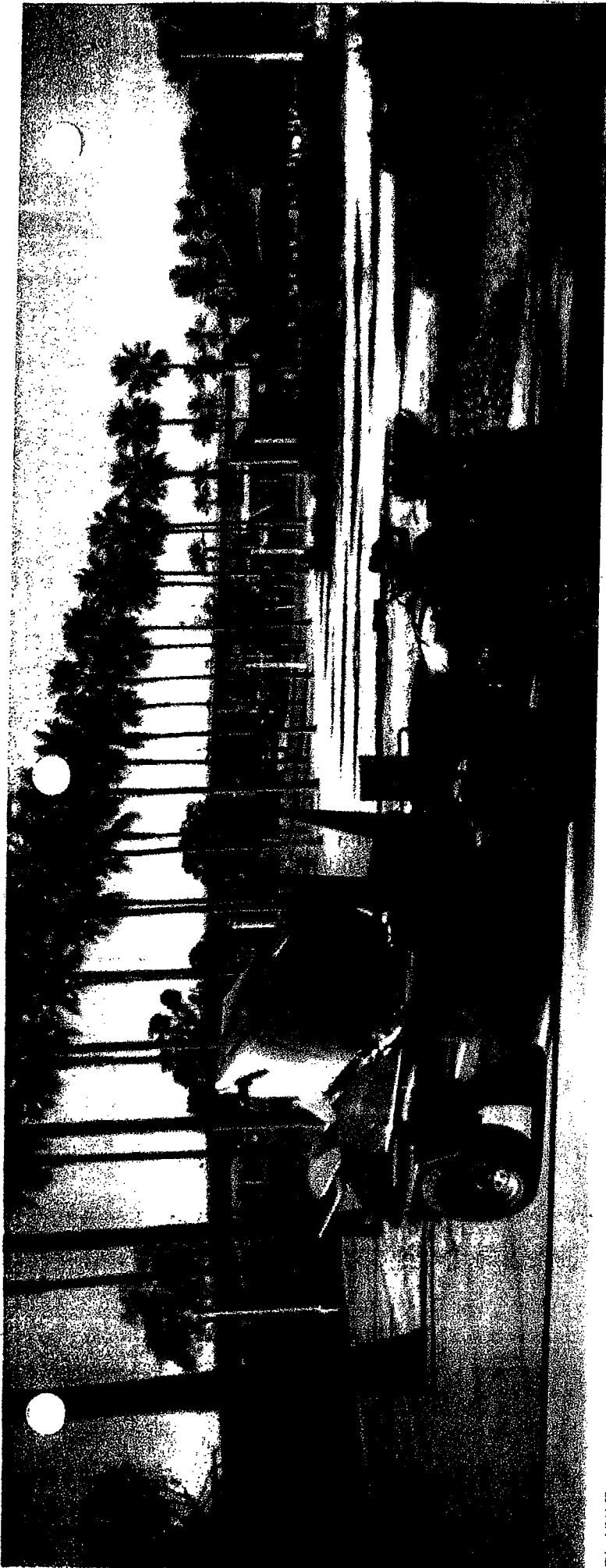
EQUIPMENT

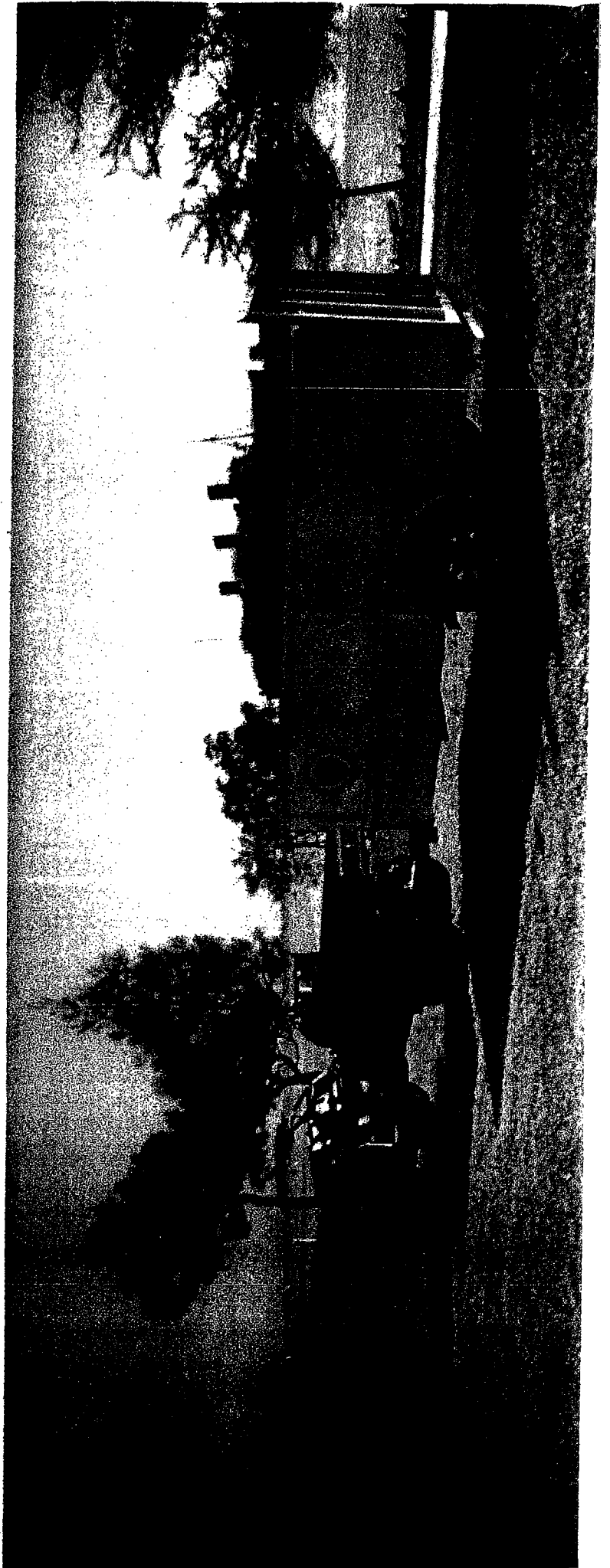
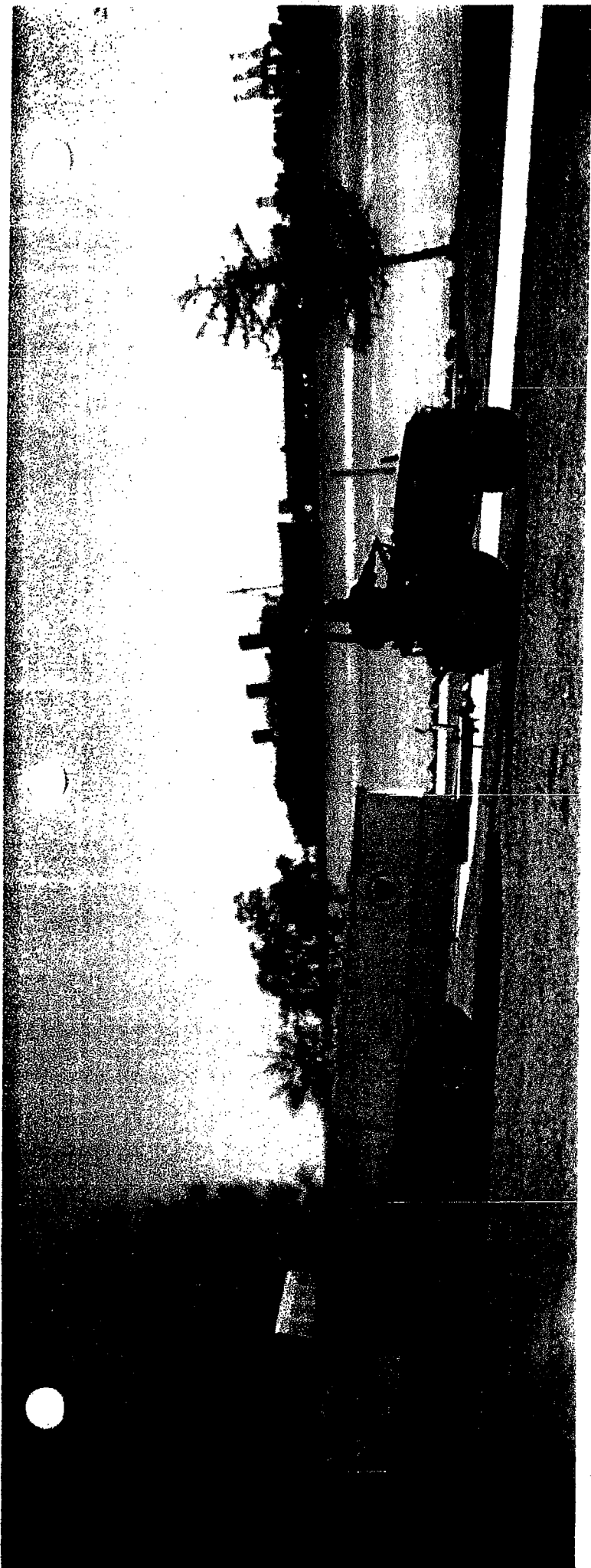


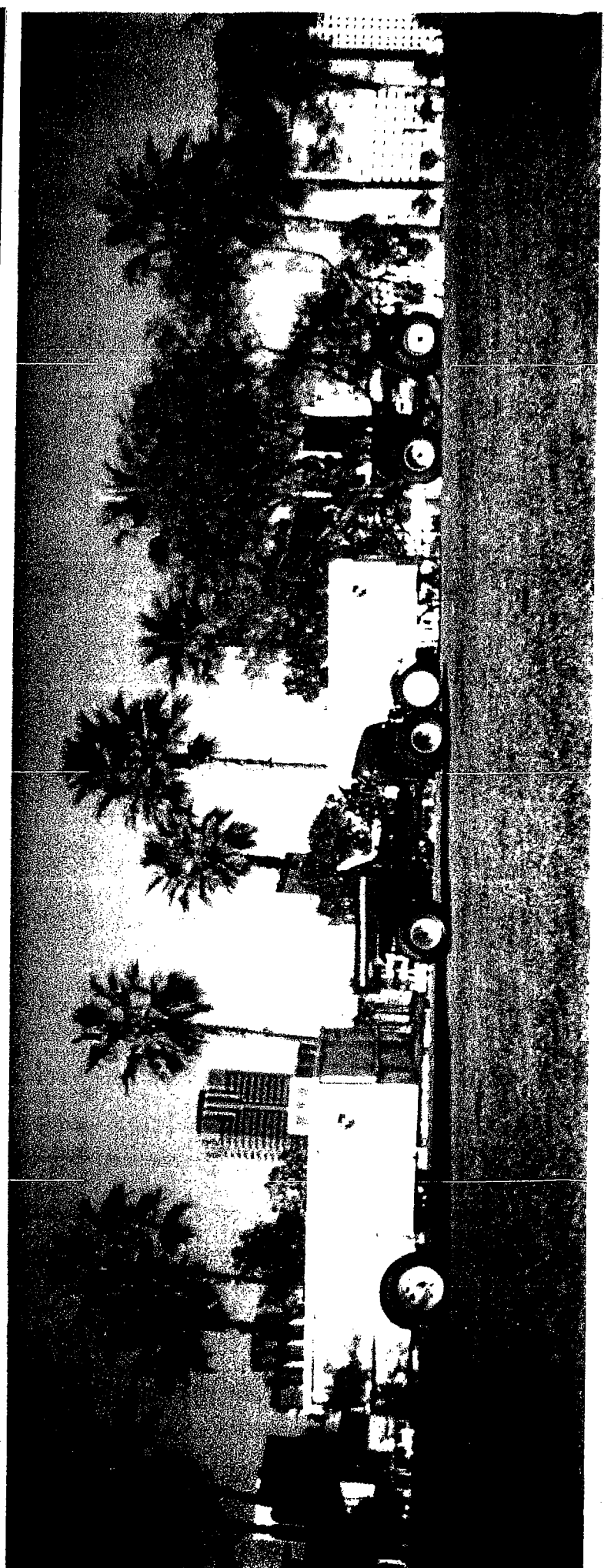
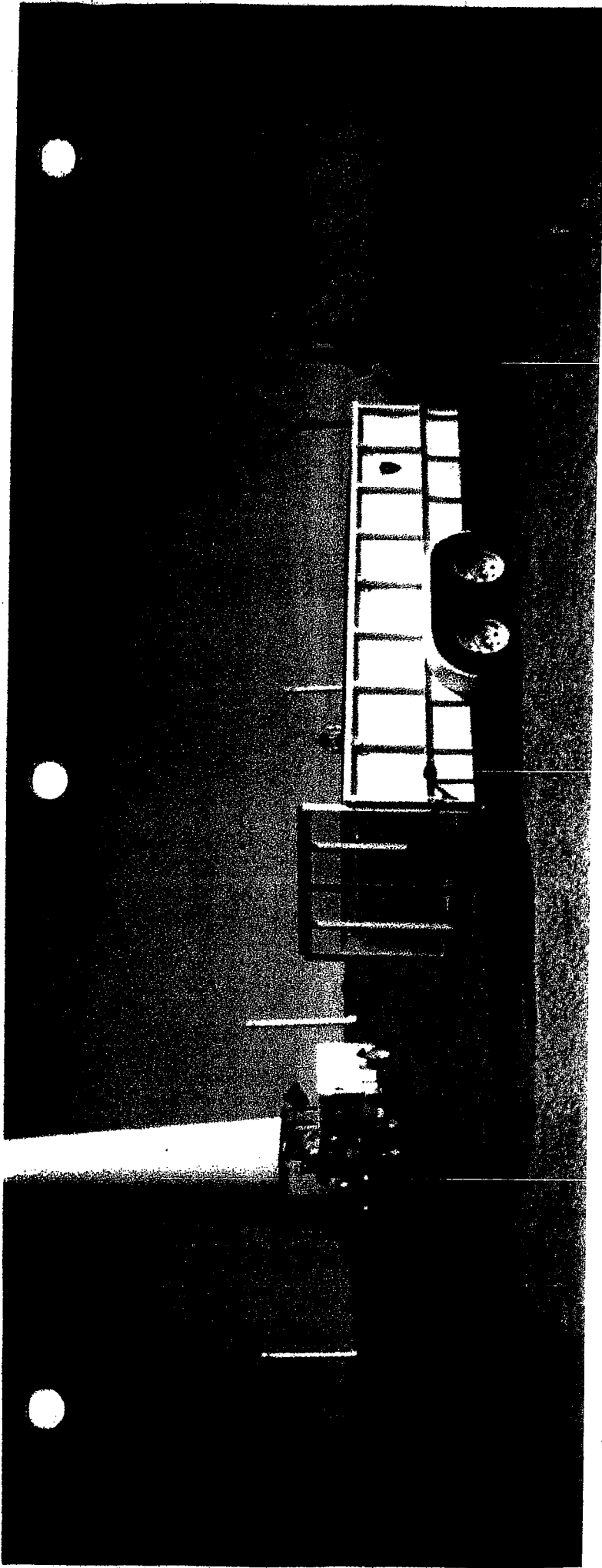
UNITED PACIFIC SERVICES, INC.

EQUIPMENT







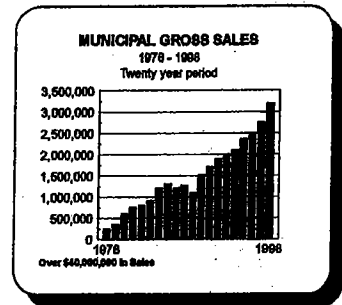


Governmental Contracts Completed

by
Gus K. Franklin

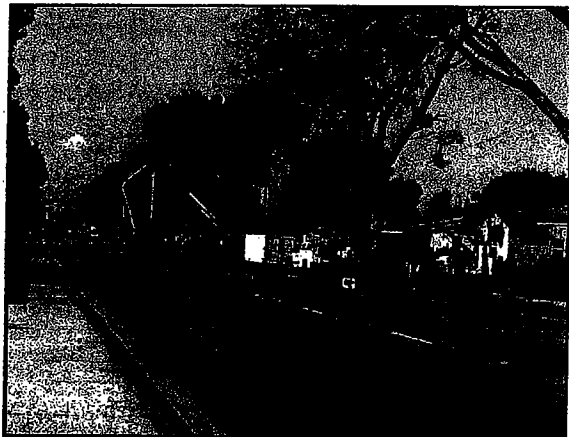
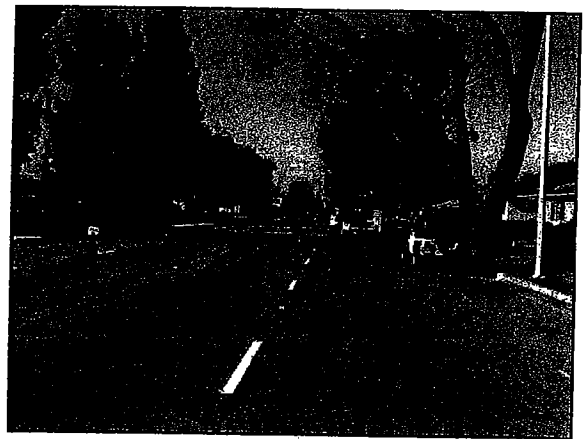
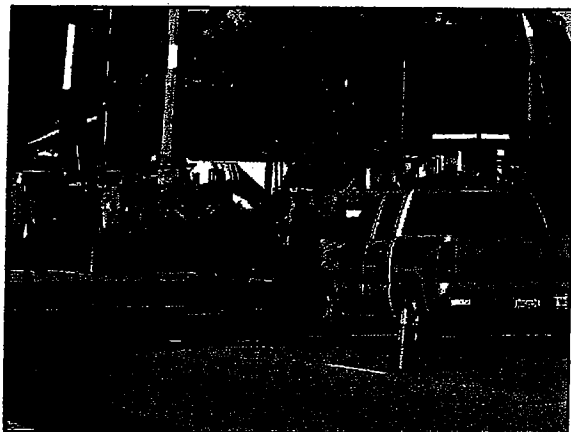
To whom it may concern,

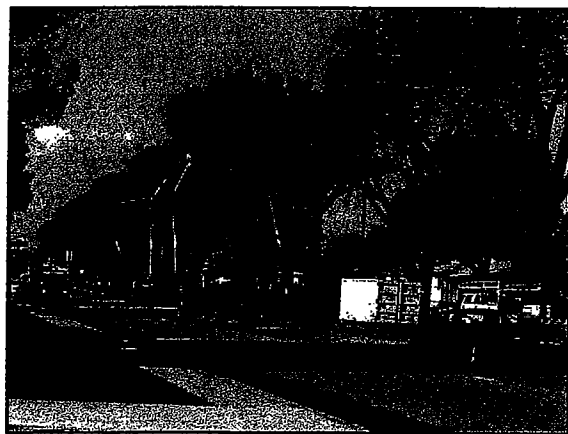
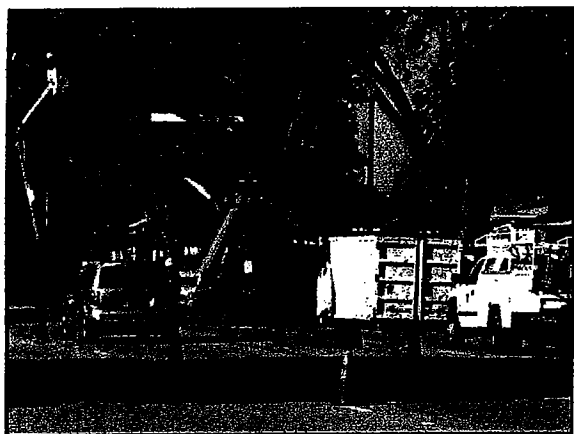
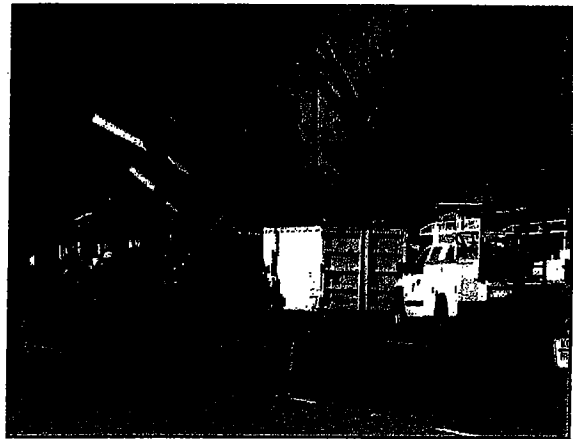
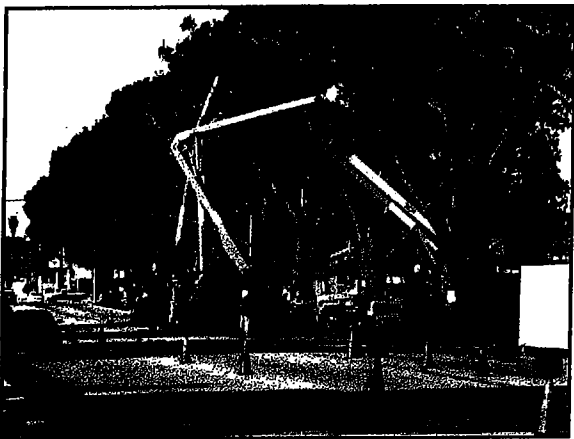
During the past 25 years I have successfully completed over \$40,000,000 in Landscape and Tree maintenance contracts for seventy (70) *Governmental agencies* in Southern California. This included the trimming of over 600,000 trees, removing over 10,000 trees, the planting of thousands of trees and the weed abatement, turf and landscape management of thousands of acres in southern California. In addition I have completed contracts for the counties of Los Angeles, Riverside, Orange, San Bernardino, and San Diego. During this time period all contracts were completed on time and to specifications. We have never had to pay any liquidated damages for failure to complete a contract on time nor have we ever failed to complete a project. In the past I have also been awarded long term and renewable maintenance contracts with over twenty municipalities including the State of California Department of Transportation - Caltrans for all San Diego County. Currently we have been awarded four (4) renewable contracts with the County of Los Angeles. These contracts range from 3 to 5 years and have been renewed for the second and third option years. In addition we have been awarded a three and one year contract with the City of Los Angeles, and two "four" year contracts with the City of Long Beach, the State of California for 3 years, two contracts for the County of Riverside for three years and a five year contract with the City of Highland.



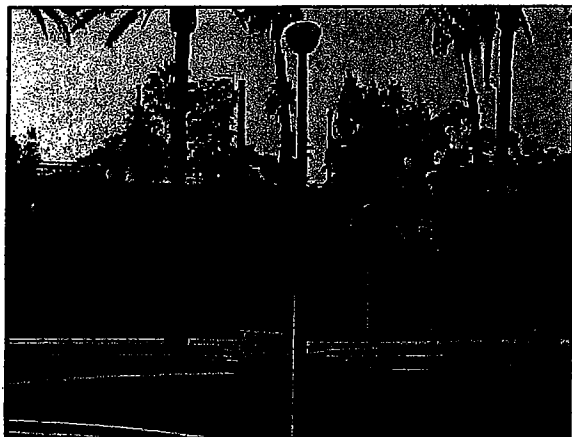
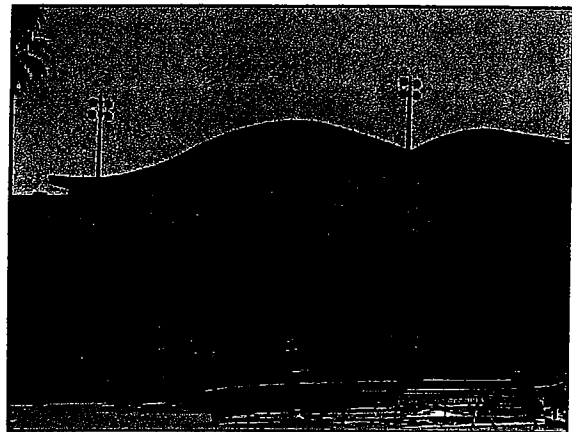
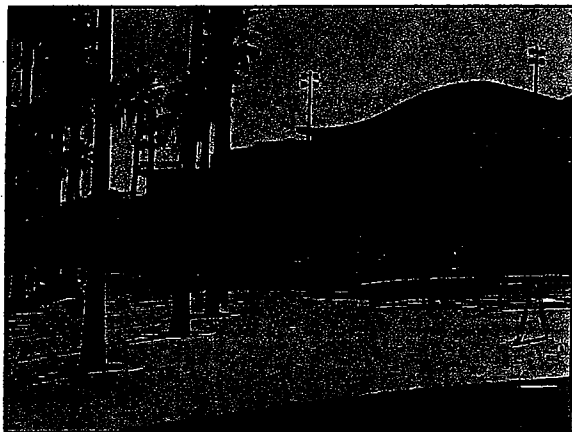
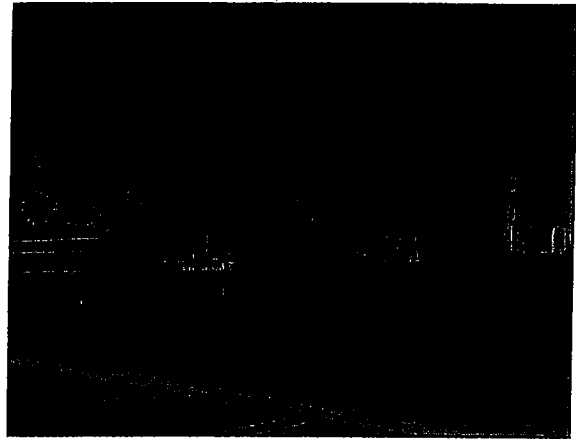
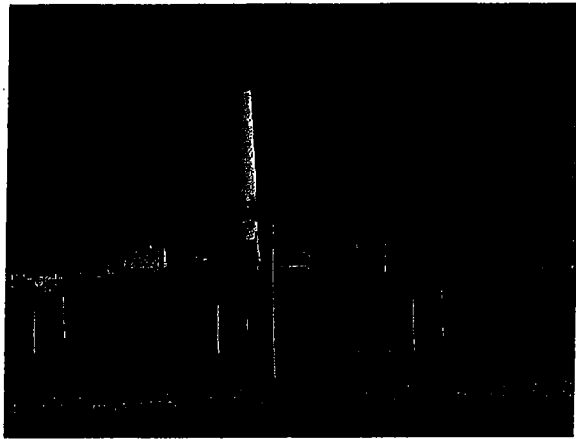
GOVERNMENTAL AGENCIES:

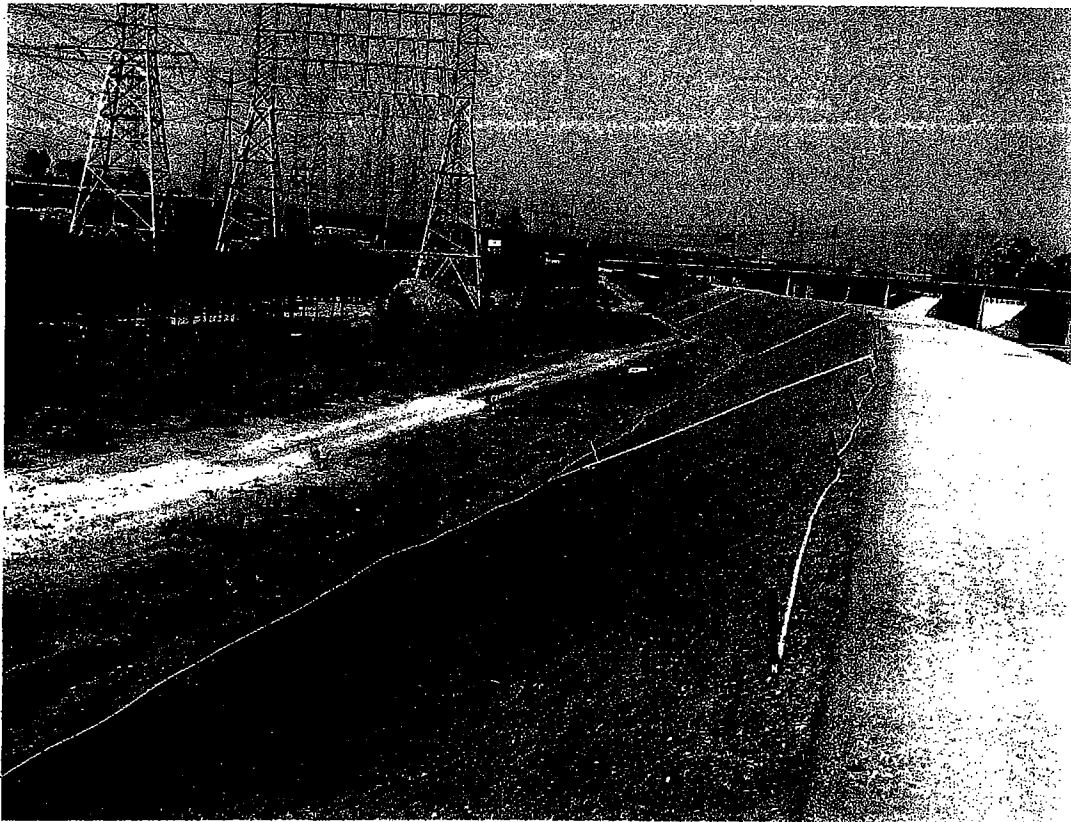
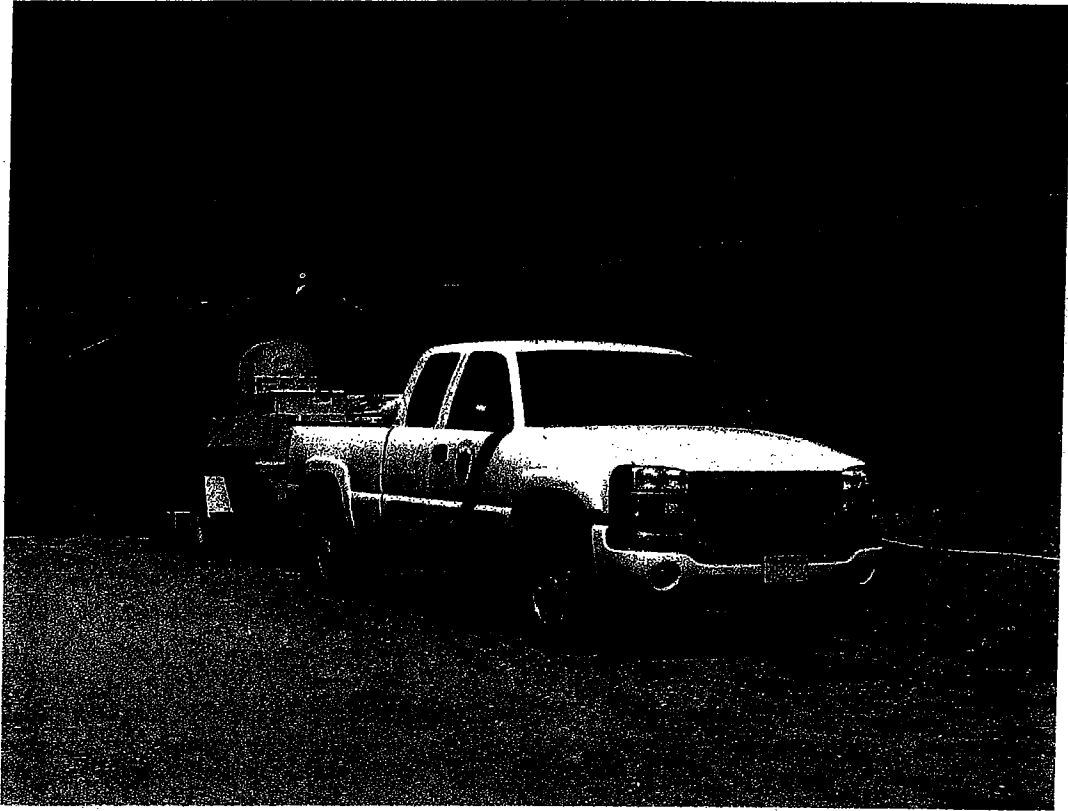
- | | | |
|---|-------------------------------------|--------------------------------------|
| 1. <i>City of Los Angeles</i> | 24. <i>City of Signal Hill</i> | 47. <i>City of Placentia</i> |
| 2. <i>County of Los Angeles</i> | 25. <i>City of Paramount</i> | 48. <i>City of Yorba Linda</i> |
| 3. <i>City of Whittier</i> | 26. <i>City of Lakewood</i> | 49. <i>City of Villa Park</i> |
| 4. <i>City of Riverside</i> | 27. <i>City of Cerritos</i> | 50. <i>City of Santa Ana</i> |
| 5. <i>City of La Habra</i> | 28. <i>City of Norwalk</i> | 51. <i>City of Fountain Valley</i> |
| 6. <i>L.A. County Arboretum</i> | 29. <i>Edward's Air Force Base</i> | 52. <i>City of Santa Monica</i> |
| 7. <i>City of Garden Grove</i> | 30. <i>County of Orange</i> | 53. <i>City of San Fernando</i> |
| 8. <i>City of Beverly Hills</i> | 31. <i>Claremont Colleges</i> | 54. <i>City of Glendale</i> |
| 9. <i>City of Long Beach</i> | 32. <i>City of Bell Gardens</i> | 55. <i>City of Alhambra</i> |
| 10. <i>City of Pico Rivera</i> | 33. <i>City of Simi Valley</i> | 56. <i>City of Buena Park</i> |
| 11. <i>City of Lynwood</i> | 34. <i>City of Pasadena</i> | 57. <i>City of Seal Beach</i> |
| 12. <i>City of Downey</i> | 35. <i>City of Arcadia</i> | 58. <i>City of Newport Beach</i> |
| 13. <i>City of South Gate</i> | 36. <i>City of West Covina</i> | 59. <i>City of Lancaster</i> |
| 14. <i>City of Hawthorne</i> | 37. <i>City of Claremont</i> | 60. <i>City of Santa Clarita</i> |
| 15. <i>City of Redondo Beach</i> | 38. <i>City of Rancho Cucamonga</i> | 61. <i>City of Walnut</i> |
| 16. <i>City West Hollywood</i> | 39. <i>City of South El Monte</i> | 62. <i>Fullerton School District</i> |
| 17. <i>City of Carson</i> | 40. <i>City of Fullerton</i> | 63. <i>City of Laguna Niguel</i> |
| 18. <i>County of San Bernardino</i> | 41. <i>City of Norco</i> | 64. <i>City of Encinitas</i> |
| 19. <i>County of Riverside</i> | 42. <i>City of Vista</i> | 65. <i>City of San Diego</i> |
| 20. <i>County of Ventura</i> | 43. <i>City of Commerce</i> | 66. <i>City of Oxnard</i> |
| 21. <i>County of San Diego</i> | 44. <i>City of Highland</i> | 67. <i>City of Cypress</i> |
| 22. <i>State of California - Caltrans</i> | 45. <i>City of Corona</i> | 68. <i>City of Chino Hills</i> |
| 23. <i>City of La Quinta</i> | 46. <i>City of Palm Springs</i> | 69. <i>City of Santa Maria</i> |
| | | 70. <i>City of Palm Desert</i> |

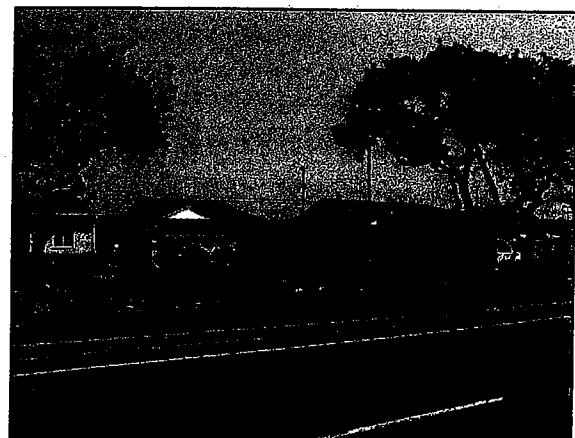
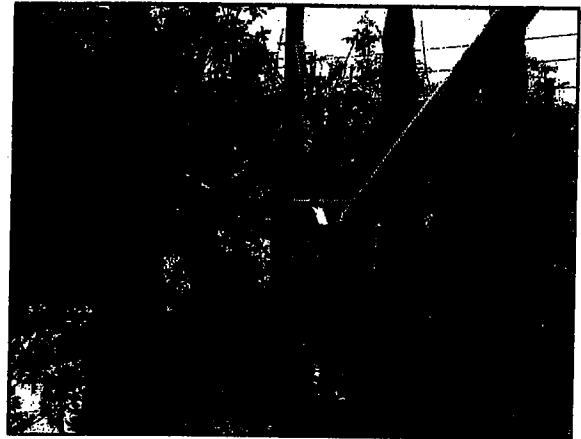


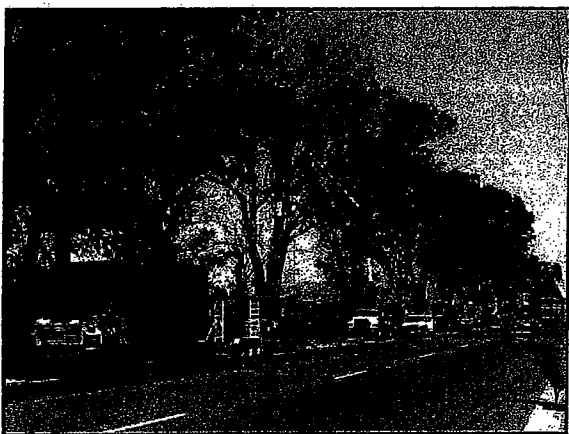


**City of Long Beach - 2005
5-Year Landscape & Tree Maintenance
Contract**









United Pacific Services, Inc.

**CITY OF LONG BEACH
YEAR - 2001**

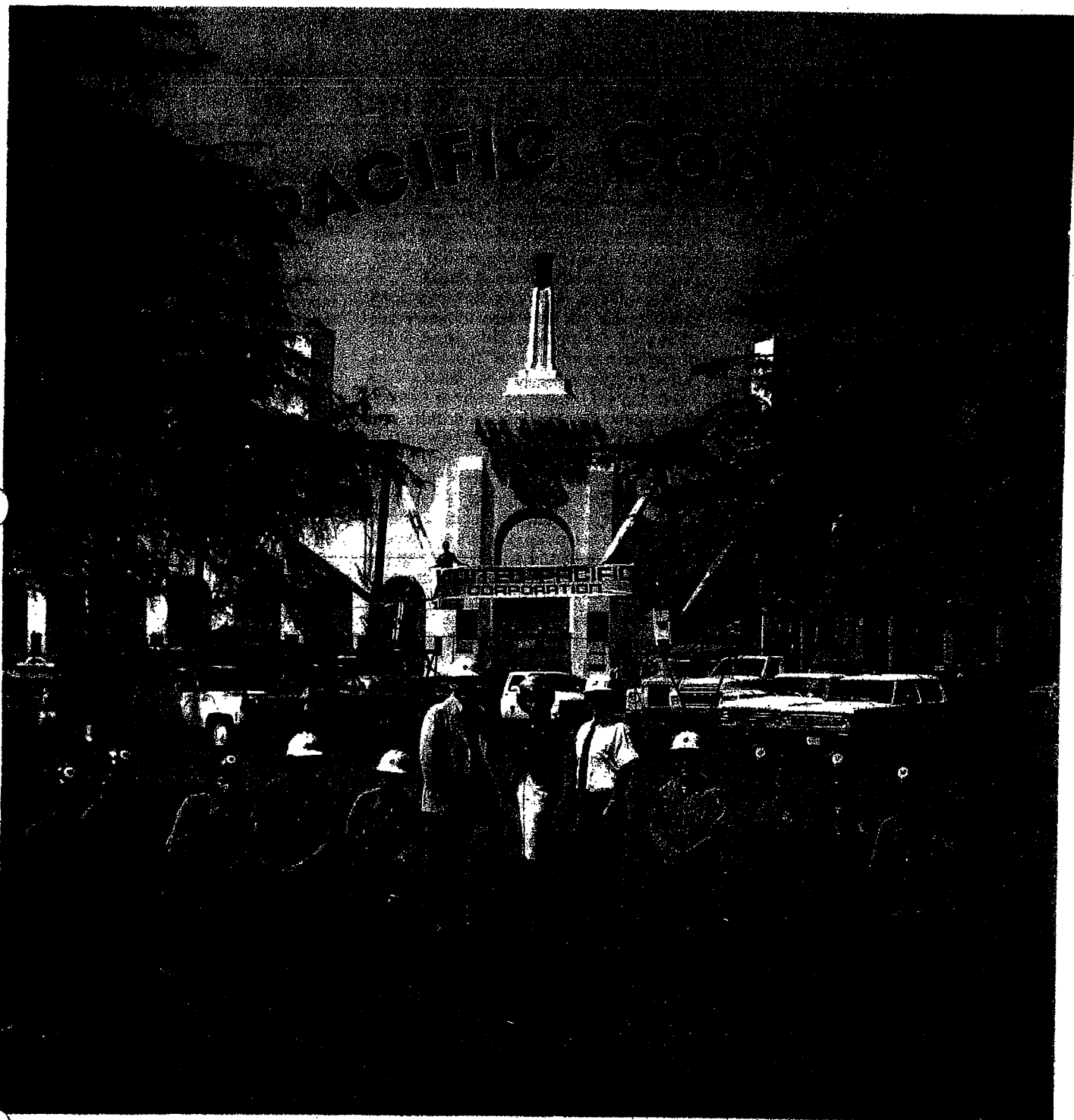


- ♦ **United Pacific trimming trees along Shore Line Drive for the City of Long Beach. This is the first phase of a three (3) year contract awarded to United Pacific. The annual budget for this contract is \$75,000 per year.**

Arbor Age

Magazine

May, 1984



SELECTED BY THE LOS ANGELES OLYMPIC ORGANIZING COMMITTEE TO TRIM AND PRUNE ALL OF EXPOSITION PARK FEATURING OVER 1400 TREES REPRESENTING 36 DISTINCT SPECIES SITUATED ON 130 ACRES IN THE HEART OF LOS ANGELES, HEADQUARTERS AND SITE FOR THE OPENING CEREMONIES OF THE 1984 SUMMER OLYMPIC GAMES.

FORTY-FIVE LETTERS OF RECOMMENDATION

GUS K. FRANKLIN

27 YEAR PERIOD (1977 to 2005)

The following letters of recommendation cover a 27 year period of completing over \$40,000,000 in governmental contracts for 70 Municipalities, 7 California Counties and the State of California (Caltrans). From 1977 to 2004 all governmental contracts were completed under the direction and supervision of Gus K. Franklin and represents an excellent past record of accomplishments of completing Tree, Landscape and Weed Abatement maintenance contracts on time and to specifications in the State of California. Upon request these letters will be made available.

<u>AGENCY</u>	<u>RECOMMENDATION BY:</u>	<u>YEAR</u>
1.) City of Highland	Sam Racadio, City Manager	2005
2.) City of Long Beach	Oscar De Leon - Contract Monitor	2004
3.) City of Highland	Larry M. Williams - Public Works Manager	2004
4.) County of San Bernardino	David Brakin - Abatement Supervisor	2004
5.) City of Los Angeles	Gary Striker - Park Maintenance Supervisor	2004
6.) City of Pico Rivera	Steven Castellanos - Asst. Deputy Director	1998
7.) City of Highland	Larry M. Williams - Public Works Manager	1998
8.) Averbeck Company / Bonding	Jay P. Freeman - Account Executive	1998
9.) State of California - Caltrans	Jeff C. Morgan - Superintendent II	1998
10.) City of Norco	Christopher L. Sorensen - Mayor	1998
11.) Kellogg Supply, Inc.	H. Clay Kellogg IV - President	1998
12.) City of Norco	Joseph S. Schenk - Director	1996
13.) City of Arcadia	Robert A. Lang - Park Superintendent	1996
14.) City of Simi Valley	City Council Meeting	1996
15.) City of Santa Fe Springs	Luis F. Collazo - Planning and Development	1995
16.) Union Bank	Kelly J. Cooke - Assistant Vice President	1994
17.) Amwest Surety / Bonding	Pat Dolan - Branch Manager	1994
18.) City of Santa Fe Springs	Ronald S. Kernes - Mayor	1993
19.) Congress of the United States	Estaban E. Torres - Member of Congress	1991
20.) City of Garden Grove	Walt E. Donovan - Mayor	1990
21.) UltraPower Malaga-Fresno	R.C. Rodenbach - Fuel Manager	1990
22.) Sequoia Forest Industries	El Kessler - Fuel Procurement	1990
23.) City of West Hollywood	John Heilman - Mayor	1985
24.) S.O.S. Coral Tree Society	James A. Thomas - President	1985
25.) Peridian Group	Vincent Rie Takeuchi - Project Manager	1984
26.) Los Angeles Olympic Committee	Tak Fujii - Associate Vice President	1984
27.) Veterans Administration	Juanita D. Walker - Director	1983
28.) United States District Court	Terry J. Hatter Jr. - Federal Judge	1983
29.) City of Newport Beach	Jack Brooks - Park Superintendent	1982
30.) City of Beverly Hills	Don Boynton - Public Works Inspector	1981
31.) City of Yorba Linda	Louie Gomez - Street Superintendent	1981
32.) City of Carson	Howard B. Homan	1981
33.) City of La Habra	Manuel Torres - Tree Maintenance Foreman	1981
34.) City of Buena Park	Gordon Smith - Supervisor/Street Trees	1981
35.) Surety Insurance Company / Bonding	Madelaine Gentry - Assistant Manager	1981
36.) City of Garden Grove	Lou Hertz - Park Superintendent	1981
37.) City of Fountain Valley	David L. Christensen - Supervisor / Parkway Maintenance	1981
38.) City of Whittier	Emmett A. May - Tree Maintenance Supervisor	1981
39.) City of Fullerton	Kathy A Greco - Development Coordinator	1981
40.) City of San Fernando	Fred L. Morgan - Director	1980
41.) City of Lynwood	Don V. Snavelly - Director of Parks	1980
42.) City of Lynwood	Don V. Snavelly - Director of Parks	1978
43.) City of Santa Ana	Robert E. Gresham - Director	1978
44.) City of Los Angeles	Joseph L. Louthan - Superintendent	1977
45.) City of La Habra	Manuel F. Torres - Tree Maintenance Foreman	1977

The above letters of recommendations are from the following:

1. Mayors (4)	12. Tree Supervisors (3)
2. Director of Public Works (3)	13. Park & Tree Superintendent (1)
3. Vice Presidents (3)	14. Project Manager (1)
4. Presidents (2)	15. Public Works Inspector (1)
5. Congressmen (1)	16. Planning and Development Coordinator (1)
6. Federal Judge (1)	17. Community Coordinator (1)
7. Fuel Managers (2)	18. Asst. Director of Public Works (1)
8. Parks & Grounds Superintendent (3)	19. Street Superintendents (4)
9. Field Supervisors (2)	20. Director of Parks (3)
10. Branch Managers (2)	21. Public Works Manager (1)
11. Park Maintenance Supervisor (1)	22. Contract Monitor (1)
	23. City Manager (1)

Forty-four Letters of Recommendation

Gus K. Franklin, President

(1977 - 2004)

The following quotations have been taken from letters of recommendation that are on file and can be made available upon request. They demonstrate a long history of performing and completing governmental contracts for Cities, Counties, and State agencies in the State of California from 1977 to 2004. I have also included letters of recommendation that I have received from various Bonding Companies, Banks, a Federal Judge, Congressmen, Los Angeles Olympic Organizing Committee, Veterans Administration, S.O.S. Coral Tree Society, and other Businesses and Organizations over a 27 year period from 1977 to 2004. In the last twenty-seven years I have successfully directed, supervised and completed contracts for over 70 municipalities, the State of California, and 7 California Counties and at the same time I developed one of the largest green waste recycling operations in the United States.

Sincerely,

Gus K. Franklin, President

1. City of Long Beach, January 12, 2004

"United Pacific Services has been the tree-trimming contractor for Queensway Bay, the Jewel of Long Beach, for the last 3 years. They are very professional, working safely and leaving the job site clean. I have no problem recommending them fully".

Oscar De Leon, Contract Monitor, Queensway Bay Oscar De Leon

2. City of Highland, January 9, 2004

"United Pacific Services, Inc. Has provided contract tree trimming/removal services for the City of Highland since April 2001. Mr. Gus Franklin, owner of United Pacific Services has been affiliated with the City and its tree trimming program since March of 1995. Mr. Franklin was very instrumental in assisting the City with our tree trimming orders, recommendations on removals, and has excellent public relations skills with residents. The City has had a very positive working relationship with Mr. Gus Franklin and his staff for several years."

Larry M. Williams, Public Works Manager Larry M. Williams

3. County of San Bernardino, January 12, 2004

"This letter is intended to affirm the excellent service that United Pacific Services provided under a Request for Proposal process for the County of San Bernardino on the range of the various fire hazard abatement activities. Their length of service was from September 2000 to August 2002. During this period their responsiveness to inquiry and provision of the men and materials needed to efficiently and effectively address all work assignments was exemplary. Their professionalism was of such high caliber that we utilize their performance as a yardstick to measure others that have followed in the same form of work provision. I highly recommend this firm, with no reservations."

David Brackin, Abatement Supervisor David Brackin

4. City of Los Angeles - Harbor Department, January 12, 2004

"United Pacific Services, Inc. Is currently under contract to the City of Los Angeles, Harbor Department for tree trimming, removal, and planting. Because of the excellent service received from this company, we renewed their agreement for a second year. The employees at all levels have been responsive and professional. As a result of their knowledge and experience, our trees are in better condition than they ever have been".

Gary Striker, Park Maintenance Supervisor Gary Striker

5. **City of Pico Rivera, May 13, 1998**

"On behalf of the City of Pico Rivera Public Works and Recreation and Community Services Department, I would like to take this opportunity to thank your company for the excellent performance demonstrated during the 1997/98 Fiscal Year Tree Trimming Project. The project was completed on time, with no damage to City property and resulted in many favorable reports from the public. It is always a pleasure to work with people who keep commitments and who maintain high standards and let the work speak for itself".

Steven Castellanos, Asst. Deputy Director of P.W. Steven Castellanos

6. **City of Highland, May 27, 1998**

"Mr. Franklin's personnel have been exceptional. They are very organized when they arrive in the City, get the job done, communicate well with property owners when necessary, and if there are any complaints, make every effort to get them promptly resolved. They also communicate well with City staff and make suggestions where they feel it is in the best interest of the City to do work other than requested. I would strongly recommend Mr. Franklin's Company to any agency for tree trimming and removal services".

Larry M. Williams, Public Works Manager Larry M. Williams

7. **Averbeck Company, Insurance Brokers/Bonds, June 23, 1998**

"We have provided surety credit for this account for several years. They have exhibited a tremendous track record to date and have excellent credit. They currently bond through Redland Insurance Company. Redland has provided surety credit up to the low seven figures per project. Please feel free to give a call if you should have any questions relative to the qualifications and/or bondability of this fine construction contractor".

Jay P. Freeman, Account Executive Jay P. Freeman

8. **Department of Transportation - Caltrans, October 1, 1998**

"It has been a while since completion of Contract 11-S881. But, I would like to take this opportunity thank you and your employees for the assistance in helping us to reduce our backlog of tree trimming work. This effort was a new experience for both of us and I was most pleased in your willingness in making adjustments and amendments to the contract to better meet our needs. These changes allowed us a more efficient mix of personnel and equipment to meet our needs as job requirements and work locations changed".

Jeff C. Morgan, Superintendent II Jeff C. Morgan

9. **City of Norco, October 12, 1998**

"On behalf of the City of Norco, we wish to thank you for participating in the Annual Country Jamboree. More than 8,000 people enjoyed the activities held at the Community Center along with the spectacular fireworks show held that evening. This year's Jamboree would not be possible without the generous support of organizations such as yourselves. Once again, thank you for your endless support. Your donation was truly appreciated".

Christopher L. Sorensen, Mayor Christopher L. Sorensen

10. **Kellogg Supply, Inc., April 14, 1998**

"I am glad that you are back in the industry and contemplating the thought of manufacturing product for us again. It appears that a relationship could benefit both organizations. I enjoyed the tour last week and am hopeful that a working relationship can develop".

H. Clay Kellogg IV, President H. Clay Kellogg IV

11. City of Norco, March 22, 1996

"In discussing your company's performance with Buddy Snipes, our Public Works Supervisor, I hear nothing but praise and gratitude for the professional and efficient manner with which you and your workers handle the City's tree maintenance needs. Buddy has advised me that of the companies that have performed tree maintenance services for the City of Norco previously, Mr. Franklin's is by far the best. We greatly appreciate your approach to performing the tree maintenance service, and it is a testimony to that approach that no claims for damages or resident complaints have been received by City Staff. Again, thank you for a job well done, and it is a pleasure to be able to work with your firm for an additional year".

Joseph S. Schenk, Director of Public Works Joseph S. Schenk

12. City of Arcadia, June 3, 1996

"I am pleased to write this letter for your file. Your crews have just finished our annual tree contract in May, 1996. More than 4,000 trees were trimmed and the overwhelming opinion of the Arcadia residents and myself was of a job well done. At all times you had one or two foremen on the job sites. Their appearance in white shirts and their knowledge was a great help to our residents who had many questions to ask. The traffic control and cleanup lived up to contract specifications and the daily worksheets you fixed, showing the cubic yards of debris removed, were a great help with my reports. In summary, it was a pleasure doing business with you".

Robert A. Lang, Parks & Grounds Superintendent Robert A. Lang

13. City of Simi Valley - Award of Contract on November 18, 1996

"Total points were determined for each firm's proposal and a ranking was established. The top-rated proposal from Mr. Franklin's Company received 331 of the 360 total possible rating points. The proposal submitted by the firm rated as second place earned 279 points. Based on the points its proposal earned, Mr. Franklin's proposal was selected as the most qualified firm with the best cost proposal".

Agenda Summary, City Council Meeting of November 18, 1996

14. City of Santa Fe Springs, November 29, 1995

"In behalf of the City of Santa Fe Springs, I would like to express the City's appreciation for your participation in this year's Christmas tree recycling program. Consolidated Disposal has agreed to provide the roll-off bins needed. With this combined effort, we feel certain that the program will again become a success. I want to thank you in advance for your generosity and participation in this year's program".

Luis F. Collazo, Department of Planning and Development Luis F. Collazo

15. Union Bank, Priority Banking, December 8, 1994

"As of October 1994, Mr. Franklin has at his disposal, a \$175,000 line of credit with this institution. Union Bank/Priority Banking is happy to be working with you and Susan. We look forward to a long and mutually rewarding relationship together".

Kelly J. Cooke, Assistant Vice President Kelly J. Cooke

16. Amwest Surety Insurance Company - Bond Division, September 27, 1994

"Mr. Franklin's company has been a client of Amwest Surety Insurance Company since their reentry into the Public Project Bidding Arena. Our research on the account shows it to be of the highest quality. Our research also shows that they have successfully performed all projects to date. They have performed well on Annual Maintenance Service Contracts to the \$1 million + Job Size. I would look favorably on issuing Bid and Final Bonds in the \$1 million + area if requested by Mr. Franklin".

Pat Dolan, Branch Manager Pat Dolan

17. City of Santa Fe Springs, February 11, 1993.

"Dear Mr. Franklin, On behalf of Santa Fe Springs City Council, please accept our gratitude for your contribution to the City's Christmas Tree Recycling Program. The program would not be possible without your support. Your continuing contributions and efforts toward this program helped preserve precious landfill space. Thank you again from the Santa Fe Springs City Council and residents".

Ronald S. Kernes, Mayor Ronald S. Kernes

18. Congress of the United States, May 17, 1991.

"Thank you for contacting me to ask that I co-sponsor H.J.Res. 69, to designate the Oak Tree as our national arboreal symbol. Because you have asked, you'll be happy to know that I have signed on as a co-sponsor. If I may be of any further assistance, please let me know".

Estaban E. Torres, Member of Congress Estaban E. Torres

19. City of Garden Grove, November 12, 1990.

"On Sunday, September 16, hundreds of Garden Grove employees, along with their families and friends, enjoyed the annual City of Garden Grove Employee Picnic at Garden Grove Park. On behalf of these employees, our City Council and residents, I would like to personally thank United Pacific Corporation for its donation which helped to make our event such a success. Please accept the enclosed plaque as a symbol of our sincere thanks. Your generosity and community spirit are greatly appreciated by all who participated".

Walt E. Donovan, Mayor Walt E. Donovan

20. UltraPower Malaga-Fresno, February 9, 1990.

"United Pacific Corporation has exhibited a level of professionalism rarely found in this business. The company principals have been extremely forthright and honest in all their dealings with us. We have shared data and ideas which have helped both parties achieve more efficient operating levels. Their equipment is up-to-date and well-maintained which, in addition to their highly honed management skills, contributes to their consistency. United Pacific Corporation has been a valuable addition to our biomass fuel supply organization and we're looking forward to many more years of this mutually beneficial business relationship".

R.C. Rodenbach, Fuel Procurement Manager R.C. Rodenbach

21. Sequoia Forest Industries, February 12, 1990.

"United Pacific's state-of-the-art equipment and product processes are ranked at the top of other competitive processing plants now in operation. Their volumes have continued to increase and the product quality has been excellent. In addition to United Pacific's ability to procure and process fuel materials, their relationship with the co-generation personnel and with the truck carriers has also been excellent. United Pacific has always responded quickly and with concern in solving any problems that may occasionally appear. I would judge their performance to date as being exceptional and hope to continue our current relationship into the future".

El Kessler, Fuel Procurement El Kessler

22. City of West Hollywood, October 14, 1985.

"The purpose of this communication is to share with you our sincere pleasure in the manner United Pacific is executing this contract. The modern equipment, uniformed personnel, and attention to community relations, indicates a dedicated commitment to excellence in municipal street tree trimming and tree removal. Without reservation, I commend their services and professionalism to your attention and consideration".

John Heilman, Mayor John Heilman

23. S.O.S. Coral Trees, September 26, 1985.

"On behalf of S.O.S. CORAL TREES, I would like to express our gratitude for the fine job that your firm did in trimming the coral trees on San Vicente Boulevard. It is my understanding that Gus, himself, directed the effort and thus deserves a large share of the credit. Again, we thank you and all of the community thanks you for your good work".

James A. Thomas, President S.O.S. CORAL TREES James A. Thomas

24. Peridian Group, June 22, 1984.

"I want you to know how pleased the Los Angeles Olympic Organizing Committee and Peridian Group are with your extensive tree trimming at Exposition Park in preparation for the 1984 Summer Olympiad. As you know, the park was in a sad state of neglect. Over 1,100 trees had not been trimmed or maintained for years and so after your crews moved through in record time under the able supervision of Gus Franklin, a transformation occurred. Now the historic park and former site of the 1932 Olympics is complete for the eyes of the world to see. As president of United Pacific Corporation you can be proud of a job well done".

Vincent Rie Takeuchi, Project Manager Vincent Rie Takeuchi

25. Los Angeles Olympic Organizing Committee, August 12, 1984.

"On behalf of the LAOOC Architecture and Construction Department, Ed Keen, Dan Stewart and I want you to know how grateful we are for your contribution in creating the biggest event in our lifetime. Because we all worked together as a team, we succeeded. All of our efforts have resulted in each of us becoming a part of history. Congratulations to each of you. Be proud of your contribution. As an expression of our gratitude, we are presenting you with this certificate. Display it with pride for you have earned it. Thank You and farewell. It was truly a great Olympics".

Tak Fujii, Associate Vice President Tak Fujii

26. Veterans Administration, October 25, 1983.

"I wish to thank and commend you on the very fine job you did pruning, thinning, and shaping the trees at the Los Angeles National Cemetery. Work was accomplished in a very short time and everything was done in a professional manner; it seemed everyone knew his job and did it with the expertise of a professional".

Juanita D. Walker, Director Juanita D. Walker

27. United States District Court, Chambers of Terry J. Hatter, Jr., October 4, 1983.

"Not only was the work the best we have seen with our palm trees in more than ten (10) years, but it was easily the most integrated group of workers that I have ever seen performing a city project".

Terry J. Hatter, Jr., Judge United States District Court Terry J. Hatter, Jr.

28. City of Newport Beach, January 22, 1982.

"I would like thank you and your crews for the excellent performance during your tree trimming contract with the City of Newport Beach. The contract was completed very quickly and efficiently. Your crews worked very hard and demonstrated a high regard for public safety and private property"

Jack Brooks, Park Superintendent Jack Brooks

29. City of Beverly Hills, October 2, 1981.

"Mr. Franklin has a first-class operation which has exceeded my expectations in all areas, including trimming, traffic safety and clean-up. The mobil sweeper puts the finishing touch on an already superb job".

Don Boynton, Public Works Inspector Don Boynton

30. City of Yorba Linda, September 8, 1981.

"The City of Yorba Linda, Public Works Department, entered into a contractual agreement with Mr. Franklin's Tree Company in 1975, and the City has been very fortunate in being able to extend their present contract to this date. Their regard for the public safety and protection of private property adjacent to work sites is apparent and excellent".

Louie Gomez, Street Superintendent Louie Gomez

31. City of Carson, September 2, 1981.

"During the past several years Mr. Franklin's Tree Company has been selected by the City of Carson to perform a variety of tree trimming services totaling approximately Three-hundred and Fifty-Thousand (\$350,000.00) dollars. During that period of time, I am pleased to state that their work was performed most satisfactory and in accordance with the Plans and Specifications. The City of Carson found the firm to be most efficient and diligent in the prosecution of their responsibility".

Howard B. Homan, Director Parks and Recreation Department Howard B. Homan

32. City of La Habra, September 1, 1981.

"The work performed by this company has been superior in quality and quantity. Mr. Franklin has always been cooperative and very pleasant to do business with. I have found him to be highly reliable and honest, and do not hesitate to recommend his company to anyone inquiring about tree trimming contractors".

Manuel Torres, Tree Maintenance Foreman Manuel Torres

33. City of Buena Park, September 3, 1981.

"Mr. Franklin's Tree Company performed all of their work in a very professional and workmanlike manner, showing a high degree of experience and knowledge in arboriculture".

Gordon Smith, Supervisor/Street Trees Gordon Smith

34. Surety Insurance Company of California, May 5, 1981.

"Our Company is presently bonding Mr. Franklin, and we are prepared to extend credit to the extent of \$1,000,000 in the aggregate. It is our opinion that Mr. Franklin is a capable contractor with adequate resources to finance the work he undertakes".

Madelaine Gentry, Assistant Manager, Surety Bond Department Madelaine Gentry

35. City of Garden Grove, June 8, 1981.

"In the first phase, which called for trimming nearly 800 trees (Elms, Peppers, and Ficus) dispersed throughout several zones, the specifications were fully met. We had only one citizen call on a damaged sprinkler which you had repaired to the satisfaction of the property owner. One of our Council Persons publicly complimented the work performed by your crews. A copy of the minutes is enclosed. Overall, the price was unbelievable and quality of work, excellent. I am confident that the second phase, calling for trimming an additional 1,500 trees, will be equally satisfactory to all concerned".

Lou Herz, Parks Superintendent Lou Herz

36. City of Fountain Valley, September 4, 1981.

"The manner in which Mr. Franklin coordinated the scheduling, performed the trimming and clean-up was very satisfactory. Mr. Franklin's method of utilizing a street sweeper after trimming both expedited the clean-up and made a good impression for public relations. In addition, their efficient method of operation created no citizen complaints".

David L. Christensen, Field Supervisor/Parkway Maintenance David L. Christensen

37. City of Whittier, September 2, 1981.

"During the time that they have been under contract, they have handled the public contacts well. The company has always had the necessary bonding. The jobs have been completed in the required time. The specification for trimming has been followed as required in the contracts".

Emmett A. May, Tree Maintenance Supervisor Emmett A. May

38. City of Fullerton, September 8, 1981.

"The work was done in difficult terrain and included a large variety of mature trees. Both the Community Services Department and Landscape Maintenance Department were satisfied with the quality of the work. The pruning operation, under the direction of foreman Chuck Patana, was very professional. The job was completed well within the contract time limit".

Kathy A. Greco, Community Services, Development Coordinator Kathy A. Greco

39. City of San Fernando, April 16, 1980

"The first phase in the initial year of your contract with the City of San Fernando is now completed and in behalf of the City, and myself, I wish to thank you for not only the thoughtful and courteous conduct that you and your staff displayed to all our citizenry, but also the expeditious and highly professional manner in which you completed the work. To trim, and this is predominantly a major trim, some 2,006 trees in less than six weeks, in a season of rainfall that was most intense and record breaking, must be and is considered the mark of a professional who is fully knowledgeable of every aspect of his job. It is a pleasure to have this working relationship with you and your excellent company".

Fred L. Morgan, P.E., Director Fred L. Morgan

40. City of Lynwood, June 10, 1980.

"Thank you for assisting this department in continuing its efforts to inform and serve the residents of Lynwood more efficiently".

Don V. Snaveley, Director of Recreation & Parks Don V. Snaveley

41. **City of Lynwood, November 21, 1978.**

"This Company has the capability of the most sophisticated and efficient street tree maintenance program. They maintain and operate a wide range of the most modern street tree equipment and vehicles with well trained crews. Mr. Gus Franklin personally supervises their operation and he has been extremely understanding and cooperative in his relationships with city employees and officials. The City of Lynwood is very pleased with the past performance of this Company and does not hesitate to endorse their services".

Don V. Snavely, Director of Recreation & Parks Don V. Snavely

42. **City of Santa Ana, April 10, 1978.**

"Your tree maintenance contract with the City of Santa Ana has now been accomplished and at this time I would like to congratulate your Company on a job well done. Regard for public safety and protection of private property adjacent to the work sites was apparent. Citizen comment while work was in progress was of a positive nature. Excellent communications were established and maintained with our tree Supervisor, Jess Standridge, and when on several occasions it was necessary to return for additional work at a specific location your response was immediate. In all aspects this contract was executed in a highly professional manner. It's been a pleasure to have worked with you".

Robert E. Gresham, Director Robert E. Gresham

43. **City of Los Angeles, December 6, 1977.**

"All tree work performed by Mr. Gus Franklin was most satisfactory, and completed well within the time called for in the contracts".

Joseph L. Louthan, Superintendent Joseph L. Louthan

44. **City of La Habra, December 5, 1977.**

"This is to verify that the Tree Company under the ownership of Gus Franklin has done (2) contracts for us this year, consisting of a total of 640 trees, trimmed to our specification. All work performed by this Company was done to our specifications and to our satisfaction".

Manuel F. Torres, Tree Maint. Foreman Manuel F. Torres

United Pacific Services, Inc.

Safety Program

County of Los Angeles

United Pacific Services, Inc. (UPS) mandates that all employees must be Certified by the National Arborist Association and Certified in Cardiopulmonary Resuscitation and Emergency Cardiac Care "CPR". This Certification was created by the National Arborist Association with input from its Safety and Education Committees and ANSI Z133.1-1994 Committee members. ACRT., Inc. Institute of Arboriculture and Urban Forestry revised and expanded the scope of the original manual to incorporate new rules, regulations, and technology changes, especially those of the new OSHA 29 CFR, Part 1910.269 Distribution Safety Standards. The American National Standard Institute (ANSI) Z133.1-1994 Tree Safety Standard and OSHA 1910.269 require the owner (City, County, State, Federal, and Private Contractors) must certify that they have met the requirements by January 31, 1995 or that the contractors performing the work are certified. The ANSI Z133.1-1994 Standard is the tree care industry's consensus safety standard. ANSI Z133.1-1994 is enforced under the Occupational Safety and Health Act of the United States Federal Government. OSHA 1910.269 requires that tree worker must be trained in Cardio-Pulmonary Resuscitation (CPR) and must submit current proof to indicate they have satisfactorily completed an approved CPR training program.

- ♦ ***Most of the employees of UPS have completed training thru the ACRT, Inc. Institute of Arboriculture and Urban Forestry and are Certified by the National Arborist Association to meet this new mandated Federal CAL-OSHA regulation.***

SAFETY PROGRAMS.

1. Injury and Illness Prevention Safety Program - (see enclosed safety manual)
2. Weekly Tailgate Safety Meetings - (all crews including management staff)
3. Apprenticeship Training Programs - (first and third Saturday of each month)
4. Continuous training thru the ACRT., Inc. Institute of Arboriculture and Urban Forestry in all of their Safety Programs including any I.S.A. safety programs.
5. Continuous training in the Proper use of chain saws, proper use of hand tools for line clearing, proper use of Aerial equipment, tree trimming, tree removal equipment, tractor loaders, mowers and the dangers of working around energized electric conductors.
6. Continuous training with Video presentations by the National Arborist Association in Professional Tree Care, Aerial Rescue, Chain Saw Safety, Pruning Techniques and the proper use of brush chippers, tractor loaders and related equipment.
7. Monthly Safety Reviews by management staff. Incentive programs to promote a safe work environment - (lunches, dinners, bonus, days-off, week-end trips, etc.)
8. Safety meeting concerning safe work practices while working in the Forest harvesting timber and removing dead trees under the requirements of the California Department of Forestry as mandated by the State Board of Forestry.

UNITED PACIFIC SERVICES, INC.

List of Employees - 10+ years

LENGTH OF EMPLOYMENT

	<u>Name</u>	<u>Position</u>	<u>Number of Years</u>
1.)	Eric Franklin	Vice President Operations	18
2.)	Jack Mooring	Vice President / General Manager	11
3.)	Tony Gomez	Supervisor II (tree trimmer)	12
4.)	Enrique Gutierrez	Supervisor II (tree trimmer)	16
5.)	Esteban Cohetzaltitla	Foreman I (tree trimmer)	15
6.)	Herb Shaw	Supervisor II (truck driver)	22
7.)	Ignacio Gomez	Foreman I (tree trimmer)	18
8.)	Charles Alexander	Truck Driver	15
9.)	Filemon Chavez	Equipment Operator	14
10.)	Luis Gaona	Equipment Operator	22
11.)	Jorge Gaona	Equipment Operator	12
12.)	Procoro Cohetzaltitla	Tree Trimmer	10
13.)	Walter Ponce	Mechanic	10
14.)	Leo Velasquez	Chipper operator	10
15.)	Jose Torres	Supervisor II (tree trimmer)	11
16.)	Leo Ramirez	Supervisor I (tree trimmer)	17
17.)	Jesus Hernandez	Shop mechanic (welder)	13
18.)	Bob Ctibor	Tree Trimmer	22

The above men have been employed for many years by Gus K. Franklin, President of United Pacific Services, Inc. (UPS) and represent his core and highly experienced crew. Most of these men have been employed by Gus from 10 to 22 years and have been involved in the completion of Municipal, State and County contracts during the past years. UPS has the ability to complete any contract on time and to specifications. During the past 30 years there has never been a complaint filed with the California Contractors State Licensing Board, either Corporate or personal against Mr. Franklin. Over \$40,000,000 in governmental contracts have been completed on time and to the satisfaction of all governmental agencies.

CERTIFICATION

OF

GREEN WASTE RECYCLING & DIVERSION

AB 939 Diversion Credit

This certifies that **County of Los Angeles** has diverted green waste to United Pacific Services, Inc. (UPS). UPS, a California Corporation, recycles green waste into various end-use products including Soil Amendments, Alternate Daily Cover, Wood flour, Oil Absorption product, Clean-Sweep and fire-logs. UPS meets all AB 939 state mandates and requirements.

TOTAL AMOUNT OF TONS REMOVED: 185.63

FOR MONTH OF: March of 2006

LOCATION: County of Los Angeles

DELIVERED TO: Greencycle - City of Santa Fe Springs

Authorized Signature: Gus K. Franklin

Gus K. Franklin, President

Date: 03-31-06

SAMPLE

AB 939
CREDIT



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

February 15, 2007

NOTICE TO BIDDERS - INVITATION FOR BIDS FOR LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (2007-PA018)

Public Works will recommend to the Board of Supervisors the award of a contract to the lowest cost-effective bidder for Landscape and Slope Maintenance Services (2007-PA018) for the following area:

- Montellano Slope

The total estimated annual cost is \$35,000.

A Bidders' Conference will be held on **Monday, February 26, 2007, at 9 a.m.** at the Public Works Road Maintenance District 1 Office located at 14747 East Ramona Boulevard, Baldwin Park, California 91706.

The walk-through will commence immediately following the Bidders' Conference. **ATTENDANCE BY THE BIDDER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK-THROUGH IS MANDATORY.** Public Works will reject bids from those whose attendance at the Conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, bid requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

Bid packages must include the appropriate Schedule of Prices (Form PW-2) and Cost Methodology (Form LW-8) for the proposed area. Based on the amended Living Wage Program issued by the Board on February 6, 2007, all Bidders must comply with the requested higher living wage (\$11.84 with health benefits and \$9.64 without health benefits) when submitting bids, and they must be reflected on Form LW-8, Cost Methodology. Bids that are submitted that do not comply with the requested higher living wage will be rejected as nonresponsive and will be disqualified from further review.

Sealed bid packages for this Invitation for Bid (IFB) must be submitted no later than Monday, March 5, 2007, at 11 a.m. to:

County of Los Angeles Department of Public Works
Public Works Cashier - Mezzanine Floor
Attention Ms. Melissa Saradpon/Administrative Services Division
900 South Fremont Avenue
Alhambra, CA 91803

Public Works will accept bids under the following terms and conditions:

1. Bid forms PW-2, Schedule of Prices, and LW-8, Cost Methodology, both enclosed for the proposed area, should be submitted in a sealed envelope displaying the name and address of the Bidder and addressed to Administrative Services Division, Landscape and Slope Maintenance Services (2007-PA018). No responsibility is assumed for mislabeled bids or those filed at the wrong location.
2. Public Works will reject bids that are not time stamped by the Cashier prior to the above deadline for submission.
3. Public Works may reject a bid if the Bidder has not submitted and signed all of the appropriate forms.
4. Bids will be subject to an adjustment in accordance with the County's Local Small Business Enterprise Preference Program.
5. By submitting a bid, the Bidder shall be held to have carefully read this notice and all enclosures, satisfied themselves before the delivery of their bid as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work, and agreed that if awarded a contract, no claim will be made against the County based on this notice or the original Request for Statement of Qualifications, including, without limitation, claims based on any ambiguity or misunderstanding.
6. No cost-of-living adjustments shall be granted for the optional renewal periods.

7. If determined to be the lowest cost-effective bid, the selected Bidder will be recommended to the Board for the award of a contract for landscape maintenance services at the Public Works facilities identified. The selected Bidder shall sign and return the contract, together with original copies of the required insurance certification, within seven days after notification by Public Works of intent to recommend the award of the proposed contract to the Board.
8. The Bid shall be a firm offer and may not be withdrawn for a period of 180 days following the last day to submit bids.
9. The right is reserved to reject any or all bids that, in the judgment of the Board and/or Director, are not responsible, responsive, or otherwise not in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a bid.
10. Bids signed by an agent other than an officer of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the bid may be rejected as nonresponsive and unauthorized.
11. It is the responsibility of the Bidder to calculate the bid price to take into consideration any possible escalation of wages, materials, and other costs during the contract period. The Board, Director, County, Public Works, or District(s) do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the contractor for the work performed during the contract period.
12. Bids will not be publicly opened.
13. More than one bid from an individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the work contemplated may cause the rejection of all bids in which such Bidder has interest on the basis of nonresponsiveness and/or nonresponsibility. If there is reason for believing that collusion exists among the Bidders, such collusion by the participants may be cause for the rejection of their bids or future bids on the basis of nonresponsiveness and/or nonresponsibility.

14. If the total annual amount arrived at by multiplying the unit price by the number of units does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Bidder's intentions. If the total annual amount is entered for the item, but not the unit price, the monthly price will be derived by dividing the total amount proposed for the item by the number of units as representing the Bidder's intentions. If items are incorrectly totaled, the corrected total will be considered as representing the Bidder's intentions.
15. All bids in response to this notice will become the exclusive property of the County. At such time as Public Works recommends the award of the contract to the Board and that recommendation appears on the Board's agenda, all bids will be regarded as public records, except those parts of each bid that are defined by the Bidder as business or trade secrets and plainly marked as "trade secret." Designation of all or substantial portions of the bid as "trade secret" or inappropriate designation of portions of the bid as "trade secret" may result in the bid being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act, or otherwise by law.
16. The words "frequency" and "unit" are to be used interchangeably in the Schedule of Prices (PW-2). For the purpose of the Performance Requirements and Liquidated Damages Section in the Statement of Work (Exhibit A) the term "unit" shall be deemed to include the term "frequency."
17. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion, or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in being placed on the list and/or the award of a contract, or the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A Bidder shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Bidder's submission being rejected on the basis of nonresponsiveness and/or nonresponsibility. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

18. Notwithstanding Public Works' contract award recommendation to the Board, the Board retains the right to exercise its judgment concerning the selection of a Bidder and the terms of any resultant agreement, and to determine which Bidder best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.
19. A person or entity may seek a Solicitation Requirements Review by submitting Exhibit H, Transmittal Form to Request an IFB Solicitation Requirements Review, along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:
 - The request for a Solicitation Requirements Review is received by Public Works not more than ten business days after issuance of the IFB.
 - The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid.
 - The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review.
 - The request for a Solicitation Requirements Review asserts either that:
 - The application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantage the Bidder; or

- o Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Bidders.

The Solicitation Requirements Review shall be completed and Public Works' determination shall be provided to the Bidder, in writing, within a reasonable time prior to the submission of bids due date.

20. The Bidder may challenge Public Works' determination of lowest Bidder based on County's Protest Policy outlined in the Request for Statement of Qualifications for Landscape Maintenance Services issued on January 21, 2006.

21. Proposed Contractor Selection Review

- a. Debriefing Process

- i. Upon completion of the evaluation, and prior to entering negotiations with the selected Bidder, Public Works will notify the remaining Bidders in writing that Public Works is entering into negotiations with another Bidder. Upon receipt of the letter, the Bidder may request a debriefing within the time specified in the letter. A debriefing will not be provided unless the request is made within the time frame specified.
- ii. The purpose of the debriefing is to compare the Bidder's response to the solicitation document with the evaluation document. The Bidder shall be debriefed only on its response. Because the contract process has not been completed, responses from other Bidders shall not be discussed.
- iii. If the Bidder is not satisfied with the results of the debriefing, it may, within five business days of the debriefing, request a review on the grounds and in the manner set forth below for review of Public Works' recommendation for contract award.

- b. Proposed Contractor Selection Review

- i. The Bidder may submit a written request for a Proposed Contractor Selection Review if it asserts that its bid should have been determined to be the highest-scored bid but was not because of one of the following reasons:

- (1) Public Works materially failed to follow procedures specified in the IFB. This includes:
 - (a) Failure to correctly apply the standards for reviewing the bid format requirements.
 - (b) Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the bids specified in the IFB.
 - (c) Use of evaluation criteria that was different from the evaluation criteria disclosed in the IFB.
 - (2) Public Works made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended Contractor.
 - (3) A member of the evaluation committee demonstrated bias in the conduct of the evaluation.
 - (4) Another basis for review as provided by State or Federal law.
- ii. Upon completing the Proposed Contractor Selection Review, Public Works will issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. If the Bidder is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

Please direct questions regarding this IFB to Ms. Melissa Saradpon at (626) 458-4077, Monday through Thursday, 7 a.m. to 5 p.m.

February 15, 2007
Page 8



The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

DONALD L. WOLFE
Director of Public Works

A handwritten signature in black ink, appearing to read "William H. Higley". The signature is fluid and cursive, with the first name "William" being the most prominent part.

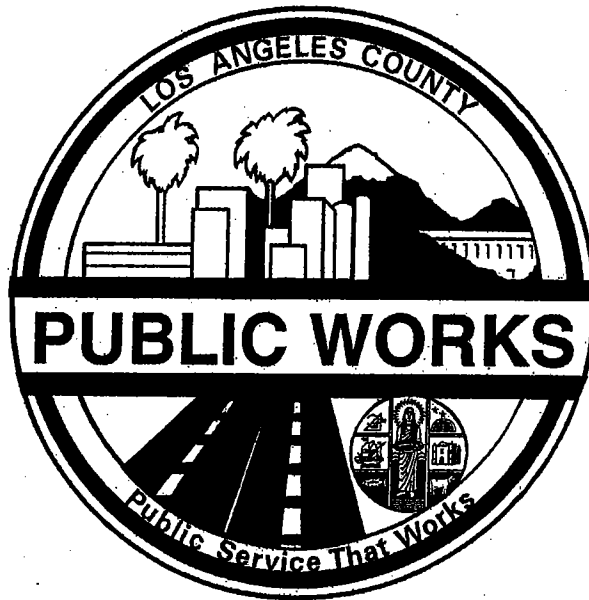
WILLIAM H. HIGLEY
Deputy Director

MS

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Enc.

Part II
Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[CONTRACTOR'S NAME]

FOR

LANDSCAPE AND SLOPE MAINTENANCE SERVICE FOR
MONTELLANO SLOPE (2007-PA018)

TABLE OF CONTENTS

SAMPLE AGREEMENT FOR LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (2007-PA018)

	PAGE
SAMPLE AGREEMENT	1-4
EXHIBIT A Scope of Work	A.1-29
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Headings	B.1
B. Definitions	B.1
C. Ambiguities or Discrepancies	B.2
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Assurance of Compliance with Civil Rights Laws.....	B.3
B. Conflict of Interest	B.3
C. Consideration of Hiring County Employees Targeted for Layoffs	B.3
D. Consideration of Hiring GAIN/GROW Employees.....	B.3
E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement	B.4
F. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	B.4
G. County Lobbyists.....	B.4
H. Nondiscrimination in Employment.....	B.5
I. County's Quality Assurance Plan	B.6
J. Notice to Employees Regarding the Federal Earned Income Credit...	B.6
K. Recycled-Content Paper Products.....	B.6
L. Publicity.....	B.6
M. Termination for Improper Consideration.....	B.7
N. Warranty Against Contingent Fees.....	B.7
O. Compliance With Applicable Laws.....	B.8
P. Legal Status of Contractor's Personnel at Facility.....	B.8
Q. No Payment for Services Following Expiration or Termination of Contract.....	B.8
R. Limitation of County's Obligation Due to Nonappropriation of Funds.....	B.9
S. Gratuitous Work.....	B.9
T. Assignment by Contractor.....	B.9
U. Subcontracting.....	B.10
V. Governing Laws.....	B.10
W. Notice of Delay.....	B.10
X. Record Retention and Inspection.....	B.11
Y. Validity.....	B.11
Z. Waiver.....	B.11
AA. Default and Termination.....	B.11

	BB.	Notification.....	B.14
	CC.	Changes and Amendments of Terms.....	B.15
	DD.	Confidentiality.....	B.15
	EE.	Contractor's Charitable Activities Compliance.....	B.15
	FF.	Record Retention and Inspection/Audit Settlement.....	B.16
Section 3		General Conditions of Contract Work	
	A.	Labor.....	B.18
	B.	Public Convenience.....	B.18
	C.	Cooperation.....	B.18
	D.	Care and Protection of Facilities.....	B.18
	E.	Equipment, Labor, Supervision, and Materials.....	B.18
	F.	Permits/Licenses.....	B.18
	G.	Quality of Work.....	B.18
	H.	Quantities of Work.....	B.19
	I.	Cooperation and Collateral Work.....	B.19
	J.	Authority of Public Works and Inspection.....	B.19
	K.	Safety Requirements.....	B.19
	L.	Public Safety.....	B.19
	M.	Work Area Controls.....	B.19
	N.	Transportation.....	B.20
	O.	Storage of Material and Equipment.....	B.20
	P.	Jobsite Safety.....	B.20
	Q.	Labor Law Compliance.....	B.20
	R.	Overtime.....	B.20
	S.	Prohibition Against Use of Child Labor.....	B.20
Section 4		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status	B.22
	B.	Indemnification	B.22
	C.	Workplace Safety Indemnification	B.22
	D.	General Insurance Requirements	B.23
	E.	Compensation for County Costs	B.24
	F.	Insurance Coverage Requirements for Subcontractors	B.24
	G.	Insurance Coverage Requirements	B.25
Section 5		Contractor Responsibility and Debarment.....	B.27
Section 6		Compliance with the County's Jury Service Program	
	A.	Contract Subject to Jury Service Program	B.28
	B.	Written Employee Jury Service Policy	B.28
Section 7		Local Small Business Enterprise (SBE) Preference Program.....	B.30
Section 8		Safely Surrendered Baby Law Program	
	A.	Notice to Employees Regarding the Safely Surrendered Baby Law... B.31	
	B.	Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	B.31
Section 9		Compliance with the County's Living Wage Program	
	A.	Living Wage Program	B.32
	B.	Payment of Living Wage Rates	B.32
	C.	Contractor's Submittal of Certified Monitoring Reports	B.34

D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims	B.34
E.	County Auditing of Contractor Records	B.34
F.	Notifications to Employees	B.35
G.	Enforcement and Remedies	B.35
H.	Use of Full-Time Employees	B.37
I.	Contractor Retaliation Prohibited	B.37
J.	Contractor Standards	B.37
K.	Neutrality in Labor Relations	B.37

EXHIBIT C	Internal Revenue Service Notice 1015
EXHIBIT D	Safely Surrendered Baby Law Posters
EXHIBIT E	Form PW-2, Schedule of Prices
EXHIBIT F	Form LW-8, Cost Methodology
EXHIBIT G.1	Special Provisions – Supplemental Requirements
EXHIBIT G.2	Special Provisions – Additional Work Scope
EXHIBIT G.3	Special Provisions – Landscape Maintenance Plan
EXHIBIT H	Transmittal Form to Request an IFB Solicitation Requirements Review

	D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims	B.34
	E.	County Auditing of Contractor Records	B.34
	F.	Notifications to Employees	B.35
	G.	Enforcement and Remedies	B.35
	H.	Use of Full-Time Employees	B.37
	I.	Contractor Retaliation Prohibited	B.37
	J.	Contractor Standards	B.37
	K.	Neutrality in Labor Relations	B.37
EXHIBIT C		Internal Revenue Service Notice 1015	
EXHIBIT D		Safely Surrendered Baby Law Posters	
EXHIBIT E		Form PW-2, Schedule of Prices	
EXHIBIT F		Form LW-8, Cost Methodology	
EXHIBIT G.1		Special Provisions – Supplemental Requirements	
EXHIBIT G.2		Special Provisions – Additional Work Scope	
EXHIBIT G.3		Special Provisions – Landscape Maintenance Plan	
EXHIBIT H		Transmittal Form to Request an IFB Solicitation Requirements Review	

SAMPLE AGREEMENT FOR
LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR
MONTELLANO SLOPE (2007-PA018)

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and [Name of Contractor], a [Form of Entity] (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, COUNTY Department of Public Works (Public Works) has solicited statements of qualifications to identify one or more contractors qualified to provide landscape maintenance services under this AGREEMENT; and

WHEREAS, having reviewed and evaluated the statements submitted, Public Works has developed a list of responsible landscape maintenance contractors; and

WHEREAS, Public Works having found the CONTRACTOR to be a qualified, responsible landscape maintenance provider pursuant to the Request for Statements of Qualifications issued on January 26, 2006; and

WHEREAS, the CONTRACTOR having submitted the lowest bid for the described work in accordance with the Invitation for Bid issued on _____.

AGREEMENT

NOW, THEREFORE, the CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the COUNTY and the CONTRACTOR'S bid filed with COUNTY on _____, 2007, hereby agrees to provide landscape maintenance services as described in the attached specifications, including, but not limited to, Exhibit A, Scope of Work.

FIRST: This AGREEMENT, together with Exhibit B (Service Contract General Requirements), Exhibit C (Internal Revenue Service Notice 1015), Exhibit D (Safely Surrendered Baby Law Posters), Exhibit E (Form PW-2, Schedule of Prices), Exhibit F (Form LW-8, Cost Methodology), Exhibit G (Special Provisions), Exhibit H (Transmittal Form to Request an IFB Solicitation Requirements Review), and the CONTRACTOR'S Statements of Qualifications, all attached hereto, and the Request for Statements of Qualifications, Notice to Bidders, and any addenda to the Notice of Bidders, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute of the Contract.

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SECOND: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to Exhibit E (Form PW-2, Schedule of Prices), an amount not to exceed \$ _____ per year, or such greater amount as the Board may approve.

THIRD: This Contract's initial term shall be for a period of one year commencing upon Board approval and execution by the parties. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FOURTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Exhibit E, Form PW-2, Schedule of Prices.

FIFTH: Payments will be made for all work performed to the satisfaction of the Director upon receipt of a claim from the CONTRACTOR. The CONTRACTOR shall present invoices in triplicate (one original and two copies) for all work performed. The CONTRACTOR'S claim will clearly indicate this Contract's number, work order number, dates of service, location, type of services, and an itemized cost of labor and material. Public Works will only pay for hours actually worked by the CONTRACTOR'S employees on the assigned project. Public Works reserves the right to request additional information it may deem necessary on the invoices. Public Works agrees to make payment to the CONTRACTOR within 30 days of the receipt of a properly completed invoice from the CONTRACTOR. Invoices shall be sent to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

SEVENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

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EIGHTH: The CONTRACTOR shall not perform or accept work requests from Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

NINTH: The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to the COUNTY. Payment by COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions of the CONTRACTOR'S bid and/or Statement of Qualifications conflict with the COUNTY'S specifications, requirements, terms, and conditions herein, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: Should the COUNTY terminate this Contract for cause or should the CONTRACTOR request to be relieved from this Contract's requirements, the COUNTY at its sole discretion may not invite the CONTRACTOR to submit a bid for the replacement Contract.

FOURTEENTH: This Contract constitutes the entire agreement between COUNTY and CONTRACTOR with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

STATEMENT OF WORK

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Pedro Pan of our Road Maintenance Division, who may be reached at (626) 337-1277, email address: ppan@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Jobsites will be located throughout the County of Los Angeles. The jobsites may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. General Work Requirements

The following are the general requirements governing the work to be performed and the manner of performance.

The Contractor shall:

1. Complete each task thoroughly in a professional manner. To this end, quality equipment and materials that comply with all current regulations shall be used.
2. Render and provide landscape and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; pruning of trees and shrubs; control of weeds, vegetation disease, and pests; operation and repair of the irrigation systems, sprinkler heads, and risers; and maintenance of equipment. Such activities shall be performed pursuant to these Specifications and to the frequencies established by Public Works, as set forth herein and/or revised by Public Works in Exhibit G, Special Provisions. The specific frequencies per site identified in Exhibit E, Form PW-2, Schedule of Prices, shall govern the Contractor's completion of required operations.
3. Not work or perform any operations which may destroy or damage groundcover or turf areas during periods of inclement weather.
4. Recognize that during the course of this Contract, other activities may be conducted by County work forces and other contractors that may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction, and/or storm related operations. The

Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request made by the Contract Manager.

5. During the hours and days of maintenance service as identified in this Exhibit's paragraph L, Hours and Days of Maintenance Services, respond to all emergencies within two hours of notification.
6. Be required to clearly identify and equip each vehicle used at Public Works jobsites/facilities with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying the Contractor's name and phone number.
7. If required by the Contract Manager, submit work schedules for all phases of work performed that include mowing, irrigation system testing, maintenance, etc.
8. Recognize that the general provisions set forth in this Exhibit A may be modified by special provisions (Exhibit G, Special Provisions) set forth in this Contract for the specified jobsite/facility.

D. Management/Supervision

The Contractor shall:

1. Provide fully trained and qualified personnel as well as appropriate management, supervision, materials, supplies, and equipment.
2. Closely monitored its staff to detect operational irregularities and noncompliance with contractual requirements. The Contractor's executive, management, and supervisory staffs shall oversee these service activities, and shall not delay, ignore, or otherwise fail to fully comply with any contract obligations, task specifications, rate assignments, or reasonable requests of the Contract Manager.
3. Ensure its crew leader(s) and operational staff, as well as its supervisory and management staff, are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for the jobsite(s)/facility(ies) shall be kept by each operating crew.
4. Ensure its executive, management, or supervisory staff provide ongoing observation and correction of operations to ensure compliance with these Specifications. Neither Public Works' deficiency notices, deductions, or inspections may be utilized or viewed as a substitution for the Contractor's ongoing direction and management of its employees.

5. Ensure its on-site supervisor has at least two years' supervising experience in providing landscape maintenance services for business, commercial, and/or government customers.

E. Ongoing General Maintenance Tasks

1. Mowing Operations

The Contractor shall:

- a. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- b. Mow the turf with a reel-type mower equipped with rollers or a rotary-type mower. All mowing equipment shall be adjusted to the proper cutting heights and adequately sharpened.
- c. Mow turf species to appropriate height. Mowing heights may vary according to use parameters such as for special events and conditions. In general, cutting height shall be 2 to 3 inches high.
- d. Perform mowing operations on a schedule that is acceptable to the Contract Manager.
- e. Clean walkways immediately following each mowing so that no clippings create a hazardous or unsightly condition.
- f. Complete mowing of turf and cleanup at each facility in one continuous operation.

2. Mowing Site Inspection and Reporting

The Contractor shall:

- a. Prior to initiating a mowing operation, have the site inspected by a knowledgeable and responsible employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers. Glass bottles shall not be driven over or broken. Excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately replaced by the Contractor.
- b. If a mowing operation cannot be completed thoroughly within the designated time frame, immediately notify the Contract Manager.

3. Edging Operations

The Contractor shall:

- a. Keep all turf edges, including designed edges in flower beds, neatly edged and all grass invasions eliminated.
- b. Trim all turf edges including, but not limited to, those edges next to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams in a neat and uniform line.
- c. Complete all edging of turf and clean up in one continuous operation and in a manner that results in a well-defined, V-shaped edge that extends into the soil.
- d. Keep all turf edges limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.
- e. Keep all groundcover and flower bed areas maintained next to turf areas neatly edged and all grass invasions eliminated.
- f. Clear walkways immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.

4. Weed Removal Operations

The Contractor shall:

- a. Keep all grasslike weeds, morning glories, vine type weeds, ragweed, and other underground spreading weeds under strict control.
- b. Determine, in consultation with the County Contract Manager and subject to his or her instructions, the manner and method of weed control and removal. Methods for removal of weeds may incorporate one or more of the following:
 - Hand removal (mechanical)
 - Cultivation
 - Chemical Eradication
 - Mulching
- c. Remove and/or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, pavement, driveways, roadways, slopes, hillsides, bare areas, and undeveloped areas.

- d. Remove all weeds from shrub beds, planters, and other cultivated areas.
- e. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the Public Works, shall be made.
- f. Remove all dead weeds from the areas, after complete kill.
- g. Inspect all walkways, beds, planters, landscapes, and spot treating weeds as necessary.
- h. Maintain developed areas of a facility that have become denuded weed free.
- i. Leave in a natural state designated areas of a facility so that the plants' root systems are utilized to stabilize the soil. However, such areas may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons.

5. Litter Control Operations

The Contractor shall:

- a. Police and pick up litter thoroughly and completely to ensure a neat appearance in all areas being maintained by removing paper, nondecorating rocks, glass, trash, siltation, and other accumulated debris and undesirable materials. Litter control operations shall cover, but are not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, and catch basins.
- b. Complete policing, litter pick up, supplemental hand sweeping of parking space gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- c. Accomplish the complete removal, if a lake, pond, and/or stream are located on the jobsite(s)/facility(ies), of:
 - 1) Floating debris and litter in the lake(s), pond(s), and/or stream(s).
 - 2) Trash cans and any other large materials placed into lake(s), pond(s), and/or stream(s).

- 3) Submerged debris within ten feet of the incline of a lake(s), pond(s), and/or stream(s).
- d. Complete litter pick up as early in the day as possible, but in no case later than 11 a.m.
- e. Place litter picked up on-site in trash bin(s) and not in trash containers.
- f. Keep walkways clear of litter and debris from maintenance and irrigation operations, erosion, storm runoff, and wind. Turf, beds, planters, walkways, drainage areas, areas on slopes from the toe or top of the slope to ten feet up or down the slope adjacent to developed areas, roadways, parking spaces, lakes, ponds, and streams.

6. Raking Operations

The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, and turf areas under trees and placed in appropriate trash bin(s).

7. Shrub Pruning and Hedge Trimming Operations

The Contractor shall:

- a. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- b. Trim all designated formal plant materials to maintain formal hedges and topiary work.
- c. Remove all dead shrubs.
- d. Remove all dead, diseased, unsightly branches, vines, or other growth as they develop. All groundcover shall be pruned to maintain a neat edge along planter box walls.
- e. Prune any runners that start to climb buildings, shrubs, or trees.
- f. Remove all pruned and/or trimmed plant material and place in appropriate trash bin(s) the same day.
- g. Maintain pruned shrubs in a natural shape and proper size as a continuous and ongoing operation so plants will not develop stray or undesirable growth.

8. Groundcover Operations

The Contractor shall:

- a. Trim all groundcover neatly away from shrubs, trees, walks, walls, headers, etc.
- b. Clear all groundcover beds of all debris, leaves, branches, papers, bottles, etc.
- c. Replace dead, missing, and unhealthy looking groundcover to maintain full, even, and healthy looking planting beds. Contractor shall submit a proposal for replacement of groundcover to the Contract Manager before beginning installation. Plants shall not be replaced with different types except to create or maintain a consistency in design.
- d. Cultivate the open soil between plants where planting permits.

9. Sweeping Operations

The Contractor shall:

- a. Check concrete areas for cracks, crevices, and deterioration. When found, the Contractor shall immediately notify Contract Manager.
- b. Clean walkways and steps including, but not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed as part of the landscape, etc. Methods for sweeping of designated areas may incorporate one or more of the following:
 - Power pack blowers
 - Vacuums
 - Brooms
 - Push power blowers
- c. Be subject to local ordinances regarding noise levels, if the Contractor elects to use power equipment to complete such operations. The Contractor shall not use any power equipment on Monday through Friday, prior to 7 a.m., nor later than 3:30 p.m. Any schedule of such operations may be modified by Contract Manager in order to ensure that the public is not unreasonably subjected to noise.

- d. Perform hand sweeping of parking space gutters and other parking spaces in those areas inaccessible to power equipment.
- e. Control cleanup with power blowers such that debris is blown into piles and picked up. Contractor shall not utilize blowers to disperse debris onto street or blow back on to turf area.

10. Aerification Operations

The Contractor shall aerate all turf areas by using a device that removes 1/2-inch cores to a depth of 2 inches and not more than 6 inches of spacing.

11. Rodent Control Operations

The Contractor shall maintain all areas free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) shall be used for this control, subject to the provisions of Section R, Use of Chemicals.

12. General Landscape Maintenance - Site Inspection and Reporting

The Contractor shall:

- a. Ensure, prior to proceeding with any general landscape maintenance task, the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.
- b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

13. Chemical Edging Detailing Operations

The Contractor shall:

- a. Use all chemicals in accordance with Section R, Use of Chemicals.
- b. Employ precautionary measures when using chemicals as all areas will be open for public access during application. Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift.

- c. Not apply water to treated areas for 48 hours after each application. Reapply per manufacturer's recommendation if rain occurs within 48 hours.
- d. Limit, where trees and shrubs occur in turf areas, all grass growth to at least 18 inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals. Shield trunks, stems, or foliage not to receive chemical application to avoid from damage.
- e. Perform linear chemical edging of turf boundaries in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A 6-inch barrier width shall be considered normal.
- f. Perform detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas in a manner that ensures operability, ease of location, and/or a clean appearance. A 6-inch barrier width shall be considered normal.
- g. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.
- h. Remove all dead weeds from the area, after complete kill.

14. Chemical Application - Site Inspection and Reporting

The Contractor shall:

- a. Ensure, prior to proceeding with any chemical application, that the site is inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.
- b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

15. Watering and Irrigation System Management

The Contractor shall:

- a. Since water requirements by plant vary according to the season and a particular year, pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration.

All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

- b. Provide adequate soil moisture, giving consideration to the soil conditions, humidity, minimizing runoff, and the relationship of conditions which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.
- c. Regulate watering to avoid interference with any use of the roadways, pavements, walks, or areas designated for scheduled special events.
- d. Set, in the areas where wind creates problems of spraying water onto private property or road right of ways, the controllers to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.
- e. Control the irrigation system in such a way as not to cause any excessively wet or "water-logged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from overwatering and runoff drowning.
- f. Water new turf (up through the sixth mowing) immediately after mowing. Well established turf shall not be watered for at least four hours after mowing.
- g. Water all groundcover areas as needed to maintain a healthy condition with appropriate care being taken not to overwater in shady areas.
- h. Be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water deliver system of the area. All irrigation systems shall be regularly inspected and tested in accordance with these Specifications and frequencies specified in Exhibit E, Form PW-2, Schedule of Prices.
- i. Ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the

sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.

16. Irrigation System Maintenance and Repair

The Contractor shall:

- a. Be responsible for maintenance of the irrigation system.
- b. Inspect and report the status of the irrigation system the Contract Manager.
- c. Adjust and clean sprinkler heads which may require the removal of the sprinkler head.
- d. Repair or replace sprinkler heads having a 1/2-inch inlet at Contractor expense.
- e. Repair/replace malfunctioning sprinkler heads within one watering cycle.
- f. Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within one watering cycle of identification or following verbal notification.
- g. Provide replacements of all P.V.C. schedule 80 nipples, caps, plugs, elbows, couplings, etc., from the laterals to the heads due to normal wear at Contractor expense.
- h. Provide replacements of all risers and swing joints due to normal wear at Contractor expense.
- i. Flush irrigation pipelines following repairs and replacements.
- j. Recover and refasten removed valve box covers.
- k. Confer with the Contract Manager regarding the need for replacement or relocation of inoperable sprinkler heads, including lateral pipes. As identified by the Contract Manager, the Contractor, at no additional cost, shall replace inoperable with operable sprinkler head(s) that are greater than a 1/2 inch and are supplied by Public Works.
- l. Follow the repair or replacement of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade.

- m. Notify Contract Manager of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment. Public Works will be responsible for the following components of the irrigation system: quick couplers, plumbing systems, remote control valves, gate valves, automatic controller repairs, and backflow devices.
- n. Replace all irrigation components provided by Public Works to the Contractor within 24 hours upon receiving the component from the Public Works.
- o. Not be required to perform a complete piping replacement of the irrigation system. Public Works will be responsible for the repair or replacement of leaking main and lateral irrigation lines.
- p. Complete replacement of irrigation components that are identified as the Contractor's responsibility within one watering cycle of determining damaged or inoperable irrigation component.
- q. Replace the irrigation system with originally specified parts/equipment of the same size and quality. Prior to the installation, the Contract Manger may approve the Contractor's request to use substitutes parts/equipment.

17. Irrigation System Operability and Testing Operation

The Contractor shall:

- a. In order to ensure the operability of the irrigation system, cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system include inspection of drip emitter, drip tubes, inspecting/clean and flush filters, etc., and report any damage or incorrect operation to the Contract Manager.
- b. During the testing:
 - 1) Adjust all sprinkler heads for the correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas, and private property.
 - 2) Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
 - 3) Record and report all system malfunctions, damage, and obstructions to the Contract Manager and take corrective action.

- 4) Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.
- c. In addition to regular testing, test and inspect all irrigation systems as necessary when damage is suspected, observed, or reported.
- d. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Contract Manager.

18. Irrigation System Operability and Testing - Frequency

The Contractor shall:

- a. Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads once per month or more frequently if problems/conditions indicate a need.
- b. Inspect sprinkler heads and adjust and correct for coverage once per week.
- c. Repair and/or replace, as determined by the Contract Manager, damaged or inoperable sprinkler heads as needed.
- d. Visually inspect the system's impact on the jobsite(s)/facility(ies) once per week.
- e. Check valve boxes for safety and appropriate security once per week.
- f. Flush irrigation pipeline after repair or replacement of irrigation components as needed.
- g. If an automatic irrigation system or a portion of a system malfunctions, and is authorized by the Contract Manager, manually manipulate the system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Contract Manager may opt to pay the Contractor a supplement to continue the manual manipulation, or the Contract Manager may decide to terminate the supplemental irrigation.
- h. Clean/flush all filters, e.g., filter for backflow device once a year. Filter for drip irrigation system, if applicable, twice a year.

19. Watering and Irrigation System Management - Site Inspection and Reporting

The Contractor shall:

- a. Each time a jobsite/facility receives service, check the irrigation system malfunctions and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.
- b. Ensure that all its crews and supervisors working or reviewing a jobsite/facility reports malfunctions, hazards, and emergencies immediately to the Contract Manager.
- c. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.
- d. Ensure that all its crews and supervisors working or reviewing a jobsite/facility mitigate any observed hazards to the extent possible.

F. Seasonal Specialty Tasks

The following seasonal specialty tasks are to be performed at the request of the Contract Manager for which the Contractor will be compensated in accordance with Exhibit E, Form PW-2, Schedule of Prices.

1. Shrub and Tree Care/Pruning Operation

When requested, the Contractor shall:

- a. Prune trees to maintain good tree health and structure, enhance the appearance and provide the proper vertical and horizontal clearances as follows:
 - 1) All trees shall be pruned to remove dead, crowded, rubbing, and/or hazardous limbs and branches.
 - 2) Cuts shall be made according to the International Society of Arboriculture standards. Typically pruning cuts shall be perpendicular to the branch just outside of the raised branch bark collar.
 - 3) Trees shall be thinned to increase light and air penetration to the tree's crown and landscape below. Pruning shall provide an even distribution of foliage along large limbs and the lower portion of the crown. Do not remove an excessive amount of

inner foliage and small branches. No more than a quarter of the tree's foliage may be removed at one time. Maintain at least half of the foliage on the lower two-thirds of the tree.

- 4) Reducing cuts for clearance and to prevent encroachment onto private property shall be accomplished by pruning back leaders and branch terminals to lateral branches that are large enough to assume the terminal roles (at least one-third of the diameter of the limb being pruned).
 - 5) Mature trees should be pruned only to remove dead or potentially hazardous limbs.
 - 6) Properly stake and tie trees as necessary. Trees ties shall be inspected at least once a year to prevent bark wounds caused by abrasion. Removal of tree stakes shall be considered as soon as possible to encourage tree development.
 - 7) Routinely inspect trees for insects and diseases. Approved chemical sprays shall be applied, if required, for the following insect and disease infections: aphids, mealy bugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.
 - 8) Certified arborist shall conduct a site visit and provide a written report to the Contract Manager.
- b. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size as follows:
- 1) Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming.
 - 2) Under no circumstances shall hedge shears be used as a means of pruning.
 - 3) Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.
 - 4) All limbs 12 inches or greater in diameter shall be undercut 12 to 18 inches from the limb's point of attachment to prevent splitting.

- 5) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
 - 6) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.
 - 7) Climbing spurs shall not be used.
 - 8) Topping trees shall not be permitted. Topping causes decay and can create hazards by producing multiple shoots that are weakly attached and often fail. The central leader shall be allowed to develop to prevent disfigurement and future hazards.
- c. Utilize the following pruning criteria:
- 1) Removal of weak, diseased, insect infested, and damaged limbs as recommended by a certified arborist.
 - 2) Prune all trees for vertical and horizontal clearance. Such clearances are seven feet for pedestrian areas and walkways and 14 feet for vehicular roadways.
 - 3) Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12- or 24-inch spacing.
 - 4) Thin all trees of smaller limbs to distribute the foliage evenly.
 - 5) Trim and shape all trees to provide a symmetrical appearance typical of the species.
 - 6) Cut all suckers and sprouts flush with the trunk or limb.
 - 7) Stubs are not permitted.
- d. Report all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage to the Contract Manager.
- e. Place special emphasis on public safety during pruning operations, particularly when adjacent to roadways.
- f. Remove and dispose all trimming and debris off-site at the end of each day's work at Contractor's expense.
- g. Remove and dispose off-site all trees, which are downed by either natural or unnatural causes. Where possible, stumps shall be

removed to 12 inches below grade, wood chips removed, and backfilled with topsoil to grade.

- h. Not "...take, possess, or needlessly destroy the nest eggs of any bird..." in accordance with Fish and Game Code, Section 3503. In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5185.
- i. Not trim palm trees during the bird nesting season of April 1 through June 30 unless otherwise approved by the Contract Manager.
- j. Prune trees as seasonally proper according to the International Society of Arboriculture.

2. Cultivating Operation

The Contractor shall:

- a. Take care to avoid unnecessary or excessive injury to the turf grass.
- b. Sweep or take the dislodged thatch from the turf areas and place in appropriate trash bin(s).
- c. Use standard renovating or vertical mowing type equipment.
- d. Vertically mow and remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.
- e. Renovation-Turf
 - 1) Renovate to the soil line and remove all excessive thatch in turf area.
 - 2) After thatch is removed and upon completion of turf renovation, all turf areas shall be overseeded, have top dressing or seed covered, and watered.
 - 3) Areas to be overseeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Contract Manager.
 - 4) Mulch shall be spread evenly over the entire area to a uniform depth.
- f. Cultivate all planted areas to encourage water penetration, fertilizer absorption, and gaseous exchange.

3. Turf Reseeding/Restoration of Bare Areas Operation

The Contractor shall:

- a. Overseed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.
- b. Seed these areas utilizing blends or mixtures at the rate of application by the Contract Manager.
- c. Once each year in the fall, overseed all turf areas after aerification and overseed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. The Contractor shall aerify, renovate, or verticut, seed, and top dress or seed cover (spread evenly over the entire area to a uniform depth of 1/4 inch) in this sequence. The Contract Manager may require the use of sod when deemed necessary.
- d. Be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.
- e. Over seed at a rate of five pounds per 1,000 square feet and reseed of bare areas shall be sown at a rate of eight pounds per 1,000 square feet. The following seed specifications shall be used for all over seeding and reseed:

<u>Name</u>	<u>Prop</u>	<u>Purity</u>	<u>Germination</u>
Newport Blue Grass	20%	95%	90%
Lolium Perenne "Pennfine" Rye	26-1/3%	95%	85%
Pennant Rye	26-1/3%	95%	85%
Derby Rye	26-1/3%	95%	85%

4. Disease/Insect Control Operation

The Contractor shall:

- a. Maintain all landscaped areas free of disease and insects that could cause damage to plant materials, including, but not limited to, trees, shrubs, groundcover, and turf.
- b. Notify the Contract Manager immediately of any diseases, insects, or unusual conditions that might be developing.
- c. Provided, as needed, a disease control program to prevent all common diseases from causing serious damage. Disease control

shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

5. Plant Materials Operation

The Contractor shall:

- a. Provide plant materials that conform to the requirements of the landscape plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications shall be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- b. Be allowed substitutions, but only with prior written approval by the Contract Manager.
- c. Use plant names that conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases where plant names are not covered, the custom of the nursery trade shall be followed.
- d. Provide the following level of quality:
 - 1) Plants shall be sound; healthy; vigorous; free from plant disease, insect pest, or their eggs; shall have healthy normal root systems and comply with all State and local regulations governing these matters; and shall be free from any noxious weeds.
 - 2) All trees shall be measured 6 inches above the ground surface.
 - 3) Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.
 - 4) Plant materials shall be symmetrical and/or typical for variety and species and conform to measures specified in the Plant List.
 - 5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.

- e. Guarantee all shrubs to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the Contract Manager.

6. Fertilization – Operation

The Contractor shall:

- a. Have approval of the Contract Manager prior to applying any fertilizer/micronutrient.
- b. Apply fertilizers by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- c. Not less than one pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area.
- d. Provide fertilizers in an inorganic and granular form with an approximate ratio of 4-1-2.
- e. Fertilize areas utilizing ratios and mixtures recommended by the Contract Manager at the rate of application per the manufacturer's recommendation.

G. Maintenance Function Report

The Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work, and maintenance functions performed by the Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the Contract Manager. It shall be submitted to the Contract Manager upon request within three working days.

H. Additional Work

- 1. The Contract Manager may authorize the Contractor to perform additional work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or improvements in order to add new, modify existing, or to refurbish existing landscaping and irrigation systems. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification. Authorized additional work that results in unanticipated labor expenses shall be paid by Public Works as specified in Exhibit E, Form PW-2, Schedule of Prices.
- 2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and

materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.

3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

I. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations shall be repaired, replaced, or remedied at the Contractor's expense as follows:
 - a. Irrigation system damage shall be repaired or replaced within one watering cycle.
 - b. All damage to shrubs, trees, turf, or groundcover shall be repaired or replaced within five working days.
 - c. Any plant material other than trees that dies due to Contractor's improper maintenance shall be replaced by the Contractor up to a maximum 15-gallon size at no cost to County. Damages to trees and other plant material due to circumstances beyond the Contractor's control will be remedied by the County.
 - d. Trees
 - 1) Damage to bark from the impact of mowing or edging equipment or damage caused by excessive pruning shall be inspected by a certified arborist for recommendations for treatment or replacement.
 - 2) If damage results in loss of a tree, the damaged tree shall be removed and replaced in accordance with the instructions of Contract Manager.
 - 3) If replacement with an equivalent size and type of tree is not practical, the Contractor shall be responsible for the value of the destroyed tree less the value of the replacement plant material.

e. Shrubs

- 1) Minor damage may be corrected by appropriate pruning as required in the "Shrub Pruning and Hedge Trimming Operation" (see this Exhibit's paragraph E.7).
- 2) Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials Operation" of the Seasonal Specialty Task Specifications (see this Exhibit's paragraph F.5).

f. All damages resulting from chemical operation, including spray-drift and lateral leaching, shall be corrected in accordance with best practices, and the soil conditioned or replaced as recommended by an agronomical soil test and report to ensure its safety and ability to support plant life.

J. Office of Inquiries and Complaints

The Contractor shall:

1. Maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone there, listed in the telephone directory in the Contractor's own name or in the firm name by which it is most commonly known, and as found on doors of maintenance vehicles. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) employed by the Contractor authorized to take the necessary action regarding all inquiries and complaints that may be received from the Contract Manager, County personnel, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one hour of such complaint by the answering service. Both the Contractor and an answering service shall have the ability to answer the inquiries and/or complaints in both English and Spanish.

During normal working hours, the Contractor's supervisor or manager of maintenance services shall be available for notification through electronic communications.

2. Maintain a written log of all complaints, date, time, and the action taken or reason for inaction. The log of complaints shall be available for inspection by the Contract Manager at all reasonable times.
3. Abate all complaints shall be abated to the satisfaction of the Contract Manager as soon as possible after notification, but in all cases within 24 hours. If any complaint is not abated within 24 hours, the Contract

Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Contract Manager within five days. If a complaint is not abated within the time specified or to the satisfaction of the Contract Manager, the Contract Manager may correct the specific complaint and the total cost incurred by the County may be deducted from the payments owing to the Contractor from the County.

K. Safety

1. The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements, including, but not limited to, full compliance with the terms of the applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
2. It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the premises unsafe as well as any unsafe practices occurring thereon. The Contract Manager shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

L. Hours and Days of Maintenance Services

1. The basic daily hours of maintenance service, Monday through Friday, shall be as follows:
 - a. For the months of November through April, 7 a.m. to 3:30 p.m.
 - b. For the months of May through October, 6 a.m. to 3:30 p.m.

2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Contract Manager.

M. Maintenance Schedules

The Contractor shall:

1. Within ten days after the effective date of this Contract, submit a work schedule to the Contract Manager for review and approval. The work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning, and afternoon.
2. Submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Manager for approval within five working days prior to scheduled time for the work.
3. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "Specialty Type" maintenance operation as set forth immediately below.
4. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" maintenance operations are defined as:
 - a. Fertilization;
 - b. Turf renovation/reseeding;
 - c. Micronutrients/soil amendments;
 - d. Spraying of trees, shrubs, or turf;
 - e. Aesthetic tree pruning; and
 - f. Other items so designated by the Contract Manager.

N. Contractor's Staff

The Contractor shall:

1. Provide sufficient personnel and supervision to perform all work in accordance with the Specifications set forth herein. The Contractor's

employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

2. Establish an identification system for personnel assigned to each jobsite/facility. The identification system shall indicate to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and shall include appropriate uniform attire and/or name badges as approved by the Contract Manager.
3. Ensure each of its employees adhere to a basic standard of working attire. This standard is basically: uniforms, proper shoes and other gear required by State safety regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

O. Signs/Improvements

The Contractor shall not post signs or advertising matter on Public Works/County property unless prior approval is obtained from the Contract Manager.

P. Utilities

The Public Works will pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Contract Manager. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess costs to be deducted from payments to the Contractor by County will be presented to the Contractor by the Contract Manager prior to actual deduction to allow for explanations.

Q. Non-Interference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Should it be necessary to close a public area during the Contractor's operations, the Contractor shall commence the operation and close the area only at the direction of the Contract Manager.

R. Use of Chemicals

1. All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the

Contractor shall provide the Contract Manager with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.

2. A listing of proposed chemicals to be used, including commercial name, application rates, and type of usage shall be submitted to the Contract Manager for approval at the commencement of this Contract. No work shall begin until written approval of use is obtained from the Contract Manager.
3. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
4. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to the Contract Manager and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
5. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Contract Manager.
6. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to by the Contractor.
7. Chemicals shall be applied when air currents are still, so as to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

S. Specific Requirements

1. Locks and Keys

- a. Public Works may develop an initial chain and lock system with a specific number of replacement locks for controllers and valve/pump cover boxes during the term of this Contract. The Contractor shall be responsible for purchasing similar locks upon loss of any Public Works-owned locks initially provided to the Contractor. On a one for one exchange, Public Works will provide the Contractor with replacement locks for those that have been vandalized or are inoperable.

- b. Contractor may provide chain and lock system, at Contractor's expense.
- c. The Contractor shall:
 - 1) Be responsible for the series of keys provided by Public Works and shall in turn assign these keys to their personnel for use in maintaining these facilities outlined in these Specifications.
 - 2) Be held responsible for the proper use and safe keeping of all keys issued by the Public Works to the Contractor.
 - 3) Report all lost or stolen keys to the Contract Manager within 24 hours of discovery of the loss. The Contractor shall reimburse Public Works for the cost, as determined by the Contract Manager of rekeying the location or duplicating additional keys.
 - 4) Upon termination, cancellation, or expiration of this Contract, return all keys received from Public Works to the Contract Manager.
 - 5) Not duplicate any keys provided by Public Works. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six months imprisonment or a \$500 fine or both.

T. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling landscape materials for Public Works shall be required to divert all landscape materials from any landfills and cogeneration facilities. Landscape material utilized for alternate daily landfill cover is currently acceptable for diversion credit. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products.

The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all above AB 939 requirements have been met.

U. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

V. Performance Requirements and Liquidated Damages

1. Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.
2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.
3. Failure to perform contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.
5. In any case of the Contractor's failure to meet any one of these Specifications, Public Works may, in lieu of other remedies provided by law or this Contract, assess liquidated damages and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.
6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
 - a. All the time limits and acts required to be done by both parties are of the essence of this Contract;

- b. The parties are both experienced in performance of this Contract work;
 - c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Contractor's stated price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages of one and one-half times the amount shown under "Cost per Unit" in Exhibit E, Form PW-2, Schedule of Prices, for work not performed in accordance with these Specifications.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. **Ambiguities or Discrepancies**

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
 - a. The Contractor shall develop all publicity material in a professional manner.

- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

- 1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California, 91803-4737.
- 3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

N. Warranty Against Contingent Fees

- 1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of Subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor has materially breached this Contract; or
 - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

- iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are

in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time; provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either

contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of the Contractor to comply with any of the provisions of this Section FF shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments

made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection FF.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

Service Contract General Requirements – EXHIBIT B

- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
 - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, state, or local environmental law, regulation or mandate, administrative or judicial.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active

negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B.1 under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from or between such County facilities, if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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**Department of the Treasury
Internal Revenue Service
Notice 1015**

(Rev. December 2005)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the
EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

**How and When Must I Notify My
Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They
Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 Instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

**How Do My Employees Get Advance
EIC Payments?**

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

**Notice 1015
(Rev. 12-2005)**

No Blame Information

When a child is born, it's a joyous occasion for everyone. But sometimes, a child is born with a health problem that can be life-threatening. In these cases, parents and doctors work together to make the best decision for the child. This information is for parents who are considering a child's health and want to know more about the No Blame Information program.



In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafeinfo.org



What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-840-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 26, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is noted that women seek help to receive proper medical care and to ensure that their baby is safe and sound. But at the same time, you want to ensure parents who are unable to keep their baby that they will not go to jail if they deliver their baby to a hospital in any Los Angeles County hospital ER or fire station.

Los Angeles Simposio

Los Angeles, California, 1994
En el Condado de Los Angeles
El Simposio de la Mujer y el Niño
El Simposio de la Mujer y el Niño
El Simposio de la Mujer y el Niño



En el Condado de Los Angeles

1-877-BABYSAFE

1-877-222-9723

www.babysafela.org



¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino; en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia; mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

La mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento antes de abandonar a su bebé. Es al mismo tiempo, que garantice a los padres que opten por no quedarse con su bebé que no han a la cárcel si dejan a sus bebés en lugares seguros como cualquier sala de emergencias de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT E**FORM PW-2****SCHEDULE OF PRICES****FOR****LANDSCAPING AND SLOPE MAINTENANCE SERVICES FOR
MONTELLANO SLOPE (2007-PA018)**

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following Bid for the performance of the work as described in these Specifications. The bidder shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies except those specified to be furnished by the County, Statement of Work, Exhibit G.1, and Exhibit G.2. Tasks shall be performed with nothing but the highest of standards at no less than the minimum frequencies set forth below. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted (proposed hours per frequency), if any, will apply to the actual quantities, whatever they may be.

MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirement	<u>1</u>	<u> </u>	<u>52</u>	\$ <u> </u>	\$ <u> </u>
2.	All Management and Supervision	<u>1</u>	<u> </u>	<u>52</u>	\$ <u> </u>	\$ <u> </u>
3.	Mowing					
	a. General Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Specialized Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
4.	String Whipping/Weeding					
	a. Open Areas	<u>1</u>	<u> </u>	<u>20</u>	\$ <u> </u>	\$ <u> </u>
	b. Specialized Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

EXHIBIT E

FORM PW-2

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
5.	String Weed Edging					
	a. Concrete Drainage Swales	<u>1</u>	<u> </u>	<u>12</u>	\$ <u> </u>	\$ <u> </u>
	b. Sidewalks	<u>1</u>	<u> </u>	<u>12</u>	\$ <u> </u>	\$ <u> </u>
6.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Bare Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	c. Undeveloped Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
7.	Litter Control					
	a. Concrete Drainage Swales Inlets	<u>1</u>	<u> </u>	<u>26</u>	\$ <u> </u>	\$ <u> </u>
	b. Developed Areas	<u>1</u>	<u> </u>	<u>26</u>	\$ <u> </u>	\$ <u> </u>
	c. Undeveloped Areas	<u>NA</u>	<u> </u>	<u>As-Needed</u>	\$ <u> </u>	\$ <u> </u>
8.	Raking					
	a. Turf Under Trees	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Planter Beds and Planters	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

EXHIBIT E

FORM PW-2

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
9.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning/Sucker Growth Removal	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Shrub Safety Clearance/Shrub Pruning	<u>1</u>	<u> </u>	<u>12</u>	<u>\$</u>	<u>\$</u>
	c. Hedge Shaping/ Trimming	<u>1</u>	<u> </u>	<u>6</u>	<u>\$</u>	<u>\$</u>
	d. Groundcover Thinning/Turf Reseeding	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
10.	Sweep – Hard Surface, Walks, Driveway, and Steps	<u>1</u>	<u> </u>	<u>52</u>	<u>\$</u>	<u>\$</u>
11.	Aerification	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
12.	Rodent Control	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
13.	Turf and Plant Fertilization	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

EXHIBIT E

FORM PW-2

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Chemical Application					
	a. Turf – Detailing General Turf Areas with Systemic Herbicides	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with Systematic Herbicides	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
15.	Irrigation/Watering – Manual					
	a. Valve Box Integrity – Replace Covers, Check for Safety and Security	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Inspect, Operate, Control, and Make Adjustments	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	d. Manual/Imported Water for Tree and Bushes	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
TOTAL PROPOSED ANNUAL PRICE – MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE					\$ <u> </u>	

3246 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CALIFORNIA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	<u>.5</u>	<u> </u>	<u>26</u>	\$ <u> </u>	\$ <u> </u>
2.	All Management and Supervision	<u>.5</u>	<u> </u>	<u>26</u>	\$ <u> </u>	\$ <u> </u>
3.	Mowing	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
4.	Mechanical Edging					
	a. Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Groundcover	<u>1</u>	<u> </u>	<u>26</u>	\$ <u> </u>	\$ <u> </u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>.25</u>	<u> </u>	<u>26</u>	\$ <u> </u>	\$ <u> </u>
	b. Bare Areas	<u>.25</u>	<u> </u>	<u>26</u>	\$ <u> </u>	\$ <u> </u>
	c. Undeveloped Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
6.	Litter Control	<u>.25</u>	<u> </u>	<u>26</u>	\$ <u> </u>	\$ <u> </u>
7.	Raking					
	a. Turf Under Trees	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Planter Beds and Planters	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

EXHIBIT E

FORM PW-2

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>1</u>	<u> </u>	<u>2</u>	\$ <u> </u>	\$ <u> </u>
	b. Shrub Safety Clearance/Shrub Pruning	<u>1</u>	<u> </u>	<u>12</u>	\$ <u> </u>	\$ <u> </u>
	c. Hedge Shaping/ Trimming	<u>1</u>	<u> </u>	<u>6</u>	\$ <u> </u>	\$ <u> </u>
	d. Groundcover Thinning/Turf Reseeding	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
9.	Sweep – Hard Surface, Walks, Driveway, and Steps	<u>1</u>	<u> </u>	<u>52</u>	\$ <u> </u>	\$ <u> </u>
10.	Aerification	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
11.	Rodent Control	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
12.	Turf and Plant Fertilization	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

EXHIBIT E

FORM PW-2

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with Systematic Herbicides	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
14.	Irrigation/Watering – Manual					
	a. Valve Box Integrity - replace covers, check for safety & security	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Inspect, Operate, Control and Make Adjustments	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	d. Manual/Imported Water for Tree & Bushes	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
TOTAL ANNUAL PROPOSED PRICE – 3246 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CA					\$ _____	

TOTAL PROPOSED PRICE SUMMARY

REFERENCE PAGE	FACILITY	TOTAL ANNUAL COST
E.4	MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE	\$ _____
E.7	3246 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CA	\$ _____
GRAND PROPOSED ANNUAL TOTAL		\$ _____

Legal Name Of Bidder		
Signature Of Person Authorized To Submit Bid		
Title Of Authorized Person		
Date	State Contractor's License Number	License Type
Bidder's Address:		
Phone	Fax	E-Mail

LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (2007-PA018)

PROPOSER: _____

[illegible]

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

SPECIAL PROVISIONS – SUPPLEMENTAL REQUIREMENTS

B. Work Location

The facilities to be maintained under the provisions of this Contract are specifically at:

1. Montellano Slope from Canal Point Road/Heather Field Drive to Montellano Avenue (Exhibit G.3).

The facilities may be landscaped with ground cover, shrubs, and trees, and shall be irrigated manually.

The Director/designee has the discretion to add new facilities located within a 5-mile radius of the facility identified in this Contract. The Contractor shall be compensated for the maintenance of additional facilities designated after the Contract's start date based on the submission of an approved maintenance cost per function estimate. This additional amount estimate shall not exceed the unit rate quoted in Form PW-2, Exhibit E, Schedule of Prices.

3a. String Weed Trimming and Edging - Operation

- a. All open area edges, including designed edges in flower beds, shall be kept neatly edged and all bushes and trees invasion must be eliminated.
- b. All open area edges, including, but not limited to: Sidewalks, driveways, curbs, shrub beds, flower beds groundcover beds and around tree bases shall be edged to a neat and uniform line.
- c. String weed trimming of open areas shall be completed as one operation. Height of vegetation shall not exceed 18 inches and shall be uniform in appearance.
- d. All ground cover and flower bed areas where maintained next to open areas shall be kept neatly edged and all bushes and tree invasions eliminated.
- e. Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

3b. String Weed Trimming & Edging

- a. String weed trimming and edging of ground cover shall be performed 12 times per year; once per month.

15a. Watering and Irrigation System Management

- a. On the slope, native plant material shall not to be watered.

W. Prevailing Wage

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, of the Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

SPECIAL PROVISIONS - ADDITIONAL WORK SCOPE

Definitions:

"Clear" means to cut and remove vegetation (**except for any shrubs**), leaving vegetation no more than 4 inches high as measured from the ground surface. Shrubs shall not be cut, but shall be trimmed if they are encroaching on any areas requiring clearance, such as a stairway or instrument location. All cut and removed vegetation shall be collected and disposed of off site at an approved facility that accepts landscape wastes.

"Storm season" is defined as the period of time beginning on October 1 and lasting through May 30 of the following year.

The Contractor shall perform landscape maintenance services to comply with the following provisions:

General Landscape Maintenance:

- Maintain all areas adjacent to the sidewalk/black metal fence along Heather Field Drive and Canal Point Road.
- Areas shall be kept clear to a width of at least 5 feet or to the retaining wall (Wall 3) where applicable.
- Flat area containing Wells W-5 and W-6 and Slope Inclinometers SI-1 and SI-9 shall be kept clear.
- All vegetation within 5 feet of Wells S-2 and S-3 shall be kept clear.
- All vegetation within 5 feet of Wells W-1, W-2, W-3, and W-4 and Piezometers P-1, P-2, and P-3 shall be kept clear.
- Five-foot wide paths from Wells W-1, W-2, W-3, and W-4, and Piezometers P-1, P-2, and P-3 shall be kept clear and connect to the nearest cleared area.
- Keep all areas clear to a width of 5 feet along the base of the retaining wall (Wall 3) adjacent to Heather Field Drive.
- Keep all vegetation clear along the top and face of the entire retaining wall (Wall 4) parallel to 3246 Heather Field Drive property line (formerly the yang property).
- Keep all vegetation clear along the stairway at the bottom of the retaining wall (Wall 4) parallel to the former yang property line.

EXHIBIT G.2

- Keep all vegetation clear within 5 feet of Slope Inclinometers SI-7 and SI-12 and Piezometers P-4, P-5, P-6, and P-7 located along the third bench drain from the top of the slope.
- Keep all vegetation clear within 5 feet of Slope Inclinometer SI-4 located along the fourth bench drain from the top.
- Keep all vegetation clear within 5 feet of Piezometers P-8, P-9, and P-10, located along the fifth (bottom) drainage bench from the top of the slope.
- Keep all vegetation clear on the area located between the bottom bench drain and the v-ditch of the buttress structure. Clearing shall occur from the access area along Montellano Avenue across from 3166 Montellano Avenue to the northern end of the lowest bench drain south of Wall 4 to an east-west line 10 feet north of Slope Inclinometer SD-11.

Bench Drains:

- Keep all bench drains, those behind 3246 Heather Field Drive (former Yang property) and those along the entire slope extending from Wall 4 in the south to the property line of 3148 Canal Point Road located to the north-northeast, free of any vegetation, whether the growth is on, over, or onto the bench drains. The bench drains should be kept clear of all debris.

3246 Heather Field Drive - Former Yang Property:

- Maintain grassy areas on the front and side of the house on an as-needed basis.
- Maintain bushes and ivy along the front of the property and along the block walls on both sides of the property, including the northern side of the block along the northern property line.
- Should demolition of the house at 3246 Heather Field Drive (former Yang property) occur, contract specifications and bid items will be modified to address the maintenance of the property based on its new configuration.
- Keep all vegetation clear within 5 feet of Well S1.
- Keep all vegetation clear within 5 feet of LA-8, clearing a 5-foot wide pathway from LA-8 to the bottom bench drain down slope from 3246 Heather Field Drive (former Yang property).

Montellano Avenue:

- Maintain the area below the yang property along Montellano Avenue.

Occurrence Interval (Green Area):

All landscaping maintenance to sidewalks, depicted in green, on the plan, including the flat areas containing W5, W6, SI-1, and SI-9, shall be performed at least on a monthly basis.

All remaining landscape in the green area shall be maintained at least once every two months.

Unique situations may require landscape maintenance at a more frequent basis, or only in certain areas at a more frequent basis.

Majority of Slope Area:

All vegetation greater than 4 inches high (not including shrubs) should be cleared and removed from the remaining majority of the slope area that includes:

- Behind the former Yang property, from the edge of the patio down to the cleared line are across from 3166 Montellano Avenue;
- The entire slope extending from Wall 4 in the south of the property line of 3148 Canal Point Road located to the north-northeast.

Occurrence Interval (Yellow Area):

All landscaping depicted in yellow on the plan shall be maintained least twice per year, preferably scheduled so that maintenance of spring growth can occur (specially before and after the rainy season; months of April and October).

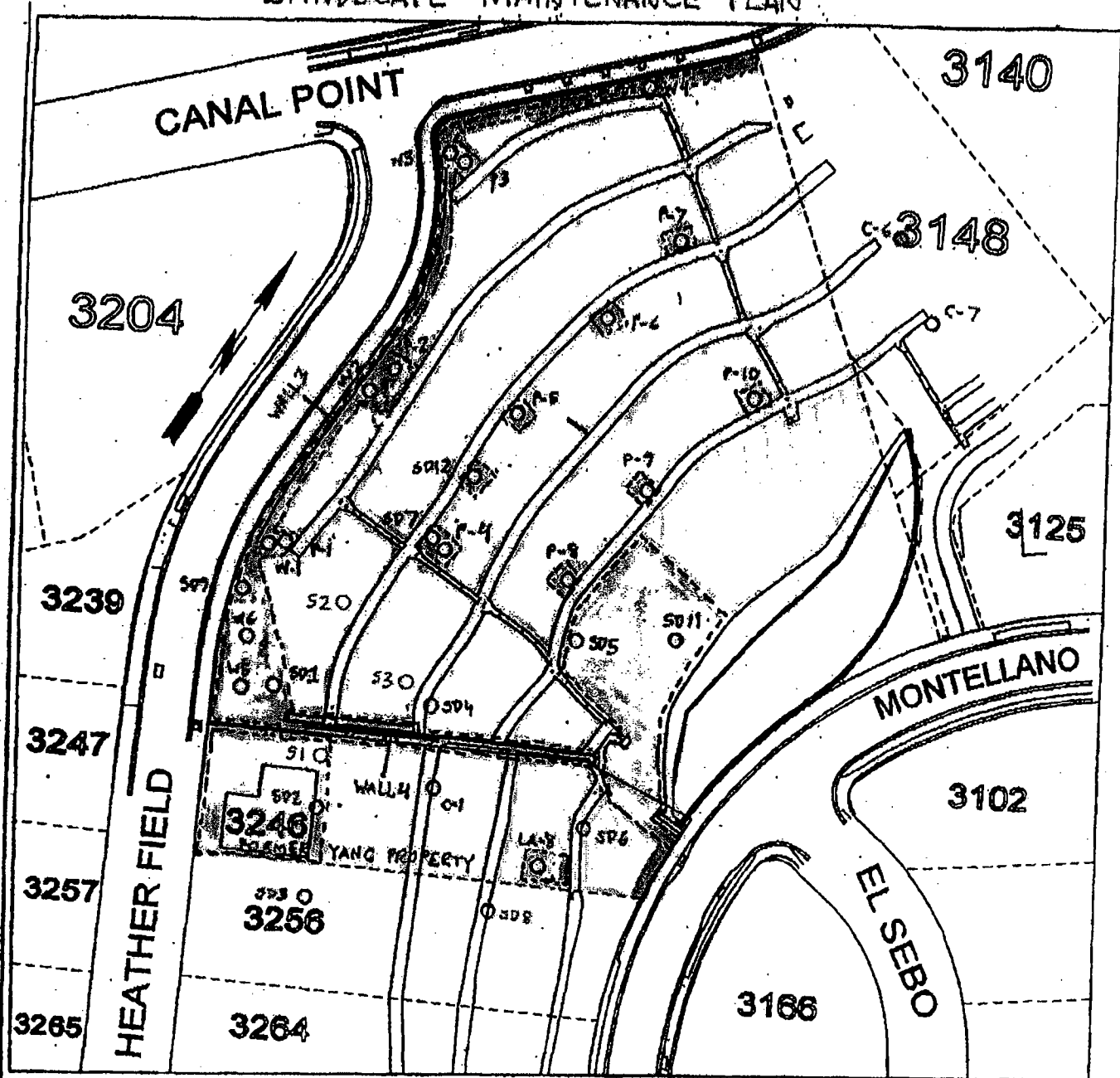
Unique situations may require landscape maintenance at a more frequent basis, or only in certain areas at a more frequent basis.

All invoicing shall describe in sufficient detail the work performed for which payment is being requested.

Enforcement:

- For any work performed at the site by the Contractor, the Contractor shall notify the designated Public Works representative at least two working days prior to the Contractor's scheduled work date.
- At the end of each service interval (such as one month), a Public Works representative will inspect the site to ensure that the Contractor has performed the work as specified before the invoice is approved.

LANDSCAPE MAINTENANCE PLAN



LOCATION & DESCRIPTION



AREA OF FREQUENT LANDSCAPE MAINTENANCE



AREA OF SEMIANNUL LANDSCAPE MAINTENANCE



INSTRUMENT LOCATION (APPROXIMATE)

**TRANSMITTAL FORM TO REQUEST AN IFB
SOLICITATION REQUIREMENTS REVIEW**

*A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document*

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments: _____

Date Response sent to Vendor: _____



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **AS-0**

February 27, 2007

INVITATION FOR BIDS – ADDENDUM 1 LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (2007-PA018)

Thank you for attending the mandatory Bidders' Conference for the Landscape and Slope Maintenance Services for Montellano Slope (2007-PA018) on February 26, 2007. The following clarifications and changes have been made to the Invitation for Bids. (Please note the changes are in **boldface**).

- "...Based on the amended Living Wage Program issued by the Board on February 6, 2007, all Bidders must comply with the requested higher living wage **of at least (\$11.84 per hour with without health benefits and or \$9.64 per hour without with health benefits)** of at least \$2.20 per hour, when submitting bids, and they must be reflected on Form LW-8, Cost Methodology..."

If you have any questions concerning the above information, please contact Ms. Melissa Saradpon at (626) 458-4077, Monday through Thursday, 7 a.m. to 5 p.m.

Very truly yours,

DONALD L. WOLFE
Director of Public Works


GHAYANE ZAKARIAN, Chief
Administrative Services Division

MS

P:\aspub\CONTRACT\Melissa\MONTELLANO 07\Addendum 022607.doc

EXHIBIT E**FORM PW-2****SCHEDULE OF PRICES****FOR****LANDSCAPING AND SLOPE MAINTENANCE SERVICES FOR
MONTELLANO SLOPE (2007-PA018)**

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following Bid for the performance of the work as described in these Specifications. The bidder shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies except those specified to be furnished by the County, Statement of Work, Exhibit G.1, and Exhibit G.2. Tasks shall be performed with nothing but the highest of standards at no less than the minimum frequencies set forth below. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted (proposed hours per frequency), if any, will apply to the actual quantities, whatever they may be.

MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirement	<u>1</u>	<u>2</u>	<u>52</u>	<u>\$ 35.00</u>	<u>\$ 3,640.00</u>
2.	All Management and Supervision	<u>1</u>	<u>2</u>	<u>52</u>	<u>\$ 35.00</u>	<u>\$ 3,640.00</u>
3.	Mowing					
	a. General Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Specialized Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
4.	String Whipping/Weeding					
	a. Open Areas	<u>1</u>	<u>2</u>	<u>20</u>	<u>\$ 35.00</u>	<u>\$ 1,400.00</u>
	b. Specialized Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

EXHIBIT E

FORM PW-2

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
5.	String Weed Edging					
	a. Concrete Drainage Swales	<u>1</u>	<u>2</u>	<u>12</u>	<u>\$ 35.00</u>	<u>\$840.00</u>
	b. Sidewalks	<u>1</u>	<u>2</u>	<u>12</u>	<u>\$ 35.00</u>	<u>\$840.00</u>
6.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	b. Bare Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	c. Undeveloped Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
7.	Litter Control					
	a. Concrete Drainage Swales Inlets	<u>1</u>	<u>2</u>	<u>26</u>	<u>\$35.00</u>	<u>\$ 1,820.00</u>
	b. Developed Areas	<u>1</u>	<u>2</u>	<u>26</u>	<u>\$35.00</u>	<u>\$ 1,820.00</u>
	c. Undeveloped Areas	<u>NA</u>	<u>NA</u>	<u>As-Needed</u>	<u>\$</u>	<u>\$ N/A</u>
8.	Raking					
	a. Turf Under Trees	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Planter Beds and Planters	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

EXHIBIT E

FORM PW-2

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
9.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning/Sucker Growth Removal	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Shrub Safety Clearance/Shrub Pruning	<u>1</u>	<u>2</u>	<u>12</u>	<u>\$ 35.00</u>	<u>\$840.00</u>
	c. Hedge Shaping/ Trimming	<u>1</u>	<u>2</u>	<u>6</u>	<u>\$ 35.00</u>	<u>\$420.00</u>
	d. Groundcover Thinning/Turf Reseeding	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
10.	Sweep – Hard Surface, Walks, Driveway, and Steps	<u>1</u>	<u>2</u>	<u>52</u>	<u>\$ 35.00</u>	<u>\$ 3,640.00</u>
11.	Aerification	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
12.	Rodent Control	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
13.	Turf and Plant Fertilization	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

EXHIBIT E

FORM PW-2

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Chemical Application					
	a. Turf – Detailing General Turf Areas with Systemic Herbicides	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with Systematic Herbicides	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
15.	Irrigation/Watering – Manual					
	a. Valve Box Integrity – Replace Covers, Check for Safety and Security	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Inspect, Operate, Control, and Make Adjustments	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	d. Manual/Imported Water for Tree and Bushes	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
TOTAL PROPOSED ANNUAL PRICE – MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE					\$ <u>18,900.00</u>	

EXHIBIT E

FORM PW-2

3246 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CALIFORNIA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	<u>.5</u>	<u>1.0</u>	<u>26</u>	<u>\$ 35.00</u>	<u>\$ 910.00</u>
2.	All Management and Supervision	<u>.5</u>	<u>1.0</u>	<u>26</u>	<u>\$ 35.00</u>	<u>\$ 910.00</u>
3.	Mowing	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
4.	Mechanical Edging					
	a. Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Groundcover	<u>1</u>	<u>2.0</u>	<u>26</u>	<u>\$ 35.00</u>	<u>\$ 1,820.00</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>.25</u>	<u>0.50</u>	<u>26</u>	<u>\$ 35.00</u>	<u>\$ 455.00</u>
	b. Bare Areas	<u>.25</u>	<u>0.50</u>	<u>26</u>	<u>\$ 35.00</u>	<u>\$ 455.00</u>
	c. Undeveloped Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
6.	Litter Control	<u>.25</u>	<u>0.50</u>	<u>26</u>	<u>\$ 35.00</u>	<u>\$ 455.00</u>
7.	Raking					
	a. Turf Under Trees	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Planter Beds and Planters	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

EXHIBIT E

FORM PW-2

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>1</u>	<u>2</u>	<u>2</u>	<u>\$ 35.00</u>	<u>\$ 140.00</u>
	b. Shrub Safety Clearance/Shrub Pruning	<u>1</u>	<u>2</u>	<u>12</u>	<u>\$ 35.00</u>	<u>\$ 840.00</u>
	c. Hedge Shaping/ Trimming	<u>1</u>	<u>2</u>	<u>6</u>	<u>\$ 35.00</u>	<u>\$ 420.00</u>
	d. Groundcover Thinning/Turf Reseeding	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
9.	Sweep – Hard Surface, Walks, Driveway, and Steps	<u>1</u>	<u>2</u>	<u>52</u>	<u>\$35.00</u>	<u>\$ 3,640.00</u>
10.	Aerification	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
11.	Rodent Control	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
12.	Turf and Plant Fertilization	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

EXHIBIT E

FORM PW-2

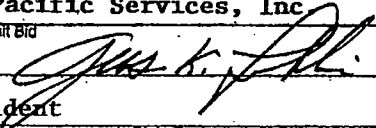
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with Systematic Herbicides	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
14.	Irrigation/Watering – Manual					
	a. Valve Box Integrity - replace covers, check for safety & security	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Inspect, Operate, Control and Make Adjustments	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	d. Manual/Imported Water for Tree & Bushes	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
TOTAL ANNUAL PROPOSED PRICE – 3246 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CA					\$ <u>10,045.00</u>	

EXHIBIT E

FORM PW-2

TOTAL PROPOSED PRICE SUMMARY

REFERENCE PAGE	FACILITY	TOTAL ANNUAL COST
E.4	MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE	\$ <u>18,900.00</u>
E.7	3246 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CA	\$ <u>10,045.00</u>
GRAND PROPOSED ANNUAL TOTAL		\$ <u>28,945.00</u>

Legal Name Of Bidder United Pacific Services, Inc.		
Signature Of Person Authorized To Submit Bid  Gus K. Franklin		
Title Of Authorized Person President		
Date March 2, 2007	State Contractor's License Number 790590	License Type C27 & C61-D49
Bidder's Address: 120 E. La Habra Blvd., Suite 107, La Habra, CA 90631		
Phone (562) 691-4600 ext. 225	Fax (562) 691-8839	E-Mail gus@unitedpac.com

P:\aspub\CONTRACT\Melissa\MONTELLANO 07\08PW2 SCHEDULE OF PRICES.doc

EXHIBIT F
FORM LW-8

COST METHODOLOGY FOR CONTRACT: LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (2007-PA018)

PROPOSER: United Pacific Services, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Foreman				4				208	20.00	\$ 4160.00
Gardener				4				208	11.84	\$ 2463.00
Gardener				4				208	11.84	\$ 2463.00
Gardener				4				208	11.84	\$ 2463.00
Truck Driver				4				208	12.00	\$ 2496.00
										\$
										\$
										\$
										\$
										\$
Comments/Notes:										\$
								Total Annual Salaries		\$ 14,045.00
								(1) Vacations, Sick Leave, Holiday		\$ 1,124.00
								(2) Health Insurance **		\$ 0.00
								(3) Payroll Taxes & Workers' Compensation		\$ 3,107.00
								(4) Welfare and Pension		\$ 0.00
								Total Annual Employee Benefits (1+2+3+4)		\$ 4,231.00
								(5) Equipment Costs		\$ 3,700.00
								(6) Services and Supply Costs		\$ 2,624.00
								(7) General and Administrative Costs		\$ 1,450.00
								(8) Profit		\$ 2,895.00
								Total Annual Other Costs (5+6+7+8)		\$ 10,669.00
								TOTAL ANNUAL PRICE		\$ 28,945.00

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

P:\CONTRACTS\REVISED\COST\METHODOLOGY.XLS